Solicitors' Journal.

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CURRENT TOPICS.

ON TUESDAY NEXT the Master of the Rolls will hear witness causes, but after that day no witness causes, other than those which have been in that day's paper, will be heard by his lordship before the Long Vacation.

THE LABOUR of keeping up with the voluminous judicial legislation of the day is no doubt severe, and the manner in which new Rules of Court are made to take effect before they are issued to the profession has, in a measure, accustomed us to the idea of a double set of laws; the one the laws actually in force yet in the bosom of the committee of judges; the other the laws not in force, yet the only laws known to the majority of the judges and to the profession. But it does not seem to be desirable that this arrangement should be extended to Rules of Court which, having at length passed out of the exclusive knowledge of the committee, have been printed for the benefit of the public. We were enabled to lay before our readers the new Rules of the Supreme Court, April, 1880, a few days before they came into operation, and they have now been in operation for more than three months; yet it will be observed, from a case which we note elsewhere, that a learned Vice-Chancellor has failed to recognize the existence of one of these rules specially relating to a class of actions among the most frequent in his branch in the High Court. We cannot help thinking that among the changes incident to the removal to the Royal Courts of Justice, the establishment of a legal sandwich man (who might be a decayed Q.C.) to promenade the building with placards of the last new rules, would be a not undesirable novelty.

HOW IS IT that the Master of the Rolls, who, when sitting in the Court of Appeal, startles the profession by his revolutionary doctrines as to the authority of previous decisions, in his own court sometimes shows unwonted deference to cases laying down doctrines of questionable justice? In *Poole* v. *Adams* (12 W. R. 683) Vice-Chancellor Kindersley held that, if, in the interval between the signature of the contract for purchase of an insured house and completion, the house is burned down, the purchaser must bear the loss, although the landlord has received the insurance money. "Whatever," he said, "the rule of the court might be as to enforcing specific performance in a case where the property was burnt down, it was clear that the contract remained good at law, and that the purchaser might have been sued for breach of contract in refusing to complete and pay his purchase-money." This means, of course, that the vendor may get his purchase-money twice over; once from the insurance office and again from the purchaser. In the recent case of *Rayner* v. *Preston* (L. R. 14 Ch. D. 297), the same question came before the Master of the Rolls. A house which was contracted to be sold had been insured by the vendors against fire. Between the date of the contract and completion, the house was injured by fire to the amount of £330, and this sum was paid to the vendors by the insurance company. The vendors refused either to hand over the money to the purchaser or to expend it in reinstating the premises. The Master of the Rolls held that the purchaser was not entitled, as against the vendors, to the benefit of the insurance. Contrary to his usual habit, the learned judge does not seem to have discussed the question of principle. He thought that the question had been settled long ago by decisions, and he declined to take upon himself to alter the law so laid down. Now, the only authority besides *Poole* v. *Adams* seriously relied on by the Master of the Rolls was Lord Eldon's decision in *Paine* v. *Mellor* (6 Ves. 349), which was not in point. In that case specific performance of a contract for sale of a house was resisted, on the ground that since the contract the vendor had allowed the policy of fire insurance to lapse without giving notice to the purchaser of the approaching expiration of the policy, and the house had since been burnt down. Lord Eldon held that the non-communication of the approaching lapse of the policy was no objection to specific performance, because it was the house that was bought, not the benefit of any existing policy. It is, no doubt, the law, in accordance with this decision, that a vendor is not bound, in the absence of express stipulation, to keep up the insurance on the premises. But it is a wholly different question whether the vendor receiving insurance money which, it is clear, since the decision in *Ex parte Gorsley* (4 De G. J. & S. 477), might, at the request of any person interested in the premises, have been required to be laid out in reinstating them, shall not be considered as holding the money received by him under the policy upon an implied trust to make good the damage. The Master of the Rolls hinted that, if the question were to be decided for the first time, he might have devised some arrangement which would be fair to the purchaser, and we can only express our regret that he could not see his way, on the

ground of the decision in *Ex parte Goreley*, to depart from a doctrine which really rests only on the decision of a court of co-ordinate jurisdiction, and, as Mr. Dart has said, could not be acted on for his own benefit by any honest man.

The decision of the Court of Appeal on Tuesday last in the case of *Tamplin* v. *James*, comes opportunely after our recent remarks on plans annexed to particulars of sale. In this case there was no mistake in the plan, which showed the exact boundaries of the property to be sold. It was referred to in the particulars, and was produced at the sale. But in the course of the festive proceedings which often accompany a country sale by auction, a glass of sherry was spilt over the map; the auctioneer's clerk covered the map with blotting-paper to dry the stain, and the purchaser did not inspect the map. It appeared that when he made his bid he was under the *bonâ fide* impression that some gardens, which did not belong to the vendors but had been occupied by the tenants of the houses sold, formed part of the property sold. The particulars of sale were perfectly accurate. The court held that the defendant, not having taken the trouble to look at the particulars of sale, was not entitled to assert that he thought that the gardens were included in what he was buying, and he must be held to his bargain. It is comforting to learn that the vendor is not bound to dispel the misapprehensions of intending purchasers.

It is expected that the refreshment-room in the Royal Courts of Justice will be opened on or about the 3rd of August. Tenders for the supply of refreshments are now being advertised for.

The *Albany Law Journal* cites from another American journal a case in which the question arose whether a telegraph operator could be compelled by *subpœna* to produce a dispatch sent by the defendant in a suit for divorce to her alleged paramour. The telegraph company asked that the operator might be excused from obeying the *subpœna*, on the ground that they were bound to their customers to keep all dispatches secret. The judge held that telegrams were not as such privileged communications, but were subject to compulsory production in the same manner as letters; that a telegram in charge of a company might be reached by the courts in the same manner as a letter in the hands of a messenger. If a dispatch is relevant and competent evidence, and is described with sufficient certainty in the *subpœna*, the company cannot refuse to produce it. In a case like the present, public policy does not require that any means of communication should be protected against examination.

The committee of the Faculty of Advocates in Scotland appointed to consider the Employers' Liability Bill say in their report:—"A minority of the committee are of opinion that the Bill altogether is of a retrograde character. The law has of late years been advancing towards the rule that fault shall impose an obligation for redress on the authors of the fault alone, and that rule is regarded by the minority as a sounder rule than that now sought to be introduced. But the committee were of opinion that it would have been better, if practicable, to have protected workmen from the results of injury sustained in the course of their employment by a system of insurance, to which both workmen and employers should be bound to contribute, than by a legislative measure like the present Bill. The Bill makes no provision against the employers contracting with their workmen that they shall not be liable for damage sustained by the workmen through the fault of fellow-servants of whatever grade, and the committee do not suggest that any such restriction should be imposed on freedom of contract. But no doubt employers will take advantage of this to protect themselves; and it is in view of this that the committee would urge the consideration of an insurance system."

SEPARATE ESTATE.

The protection originally afforded to married women under the equitable doctrine of separate use seems, by recent decisions, to have been somewhat disturbed. It was a natural corollary from that doctrine that all engagements which a married woman might be fairly taken as having contracted on the credit of her separate property should be satisfied out of it; but the creditors of married women, proceeding, as was to be expected, to press the question as to what is to be taken as separate property, so as to be applicable under this corollary in satisfaction of their claims, appear at length to have got that question settled in their own favour to a degree which may almost defeat the purpose of the settlement under which the separate property is created. In *Vaughan* v. *Vanderstegen* (2 W. R. 599, 2 Dr. 363), Vice-Chancellor Kindersley pointed out with great clearness that the principle of separate use, and the consequent liability of a married woman on a contract, was applicable to the right of property only; and that a *power* exercisable by a married woman, being no peculiar creation of a court of equity, had no relation to the doctrine of separate use. He held that when such a woman had a separate estate for her life, with a general power of appointment over the *corpus* after her decease, her creditors could not (except in the special case of fraud, immaterial to be here noticed) establish any claim against anything but her life interest, for that her capacity in equity to contract was the correlative of the special right of property which equity had conferred upon her, and which was limited to her life interest. And in this view he also held that it was immaterial whether the power was exercisable by act *inter vivos* or only by will. It is clear that if this be the correct view, the general rule which, in the case of a man or a *feme sole*, says that property appointed under a general power of appointment by will shall, on the failure of the general assets of the appointor, be applied in satisfaction of his debts, on the ground that he must be just before he is generous, has no application at all, because the claim against the married woman is *ex hypothesi* not a debt, except in so far as equity in vesting property in the woman has given her the means of satisfying it.

But Vice-Chancellor Kindersley's decision, although it was followed in several cases, was dissented from in *Johnson* v. *Gallagher* (9 W. R. 506, 3 De G. F. & J. 494), and was finally overruled by the judgment of the Privy Council (delivered by James, L.J.) in *London Chartered Bank of Australia* v. *Lemprière* (21 W. R. 513, L. R. 4 P. C. 572), which laid down the rule that a trust for a married woman for her separate use during her life, and then as she should, notwithstanding coverture, by deed or will appoint, and, in default of appointment for her executors or administrators, is a trust of the *corpus* of the property for her separate use for all purposes. "Their lordships," says the judgment, "are satisfied that, on the weight of authority and on principle, they ought to treat this as, what in common sense and to common apprehension it would be, an absolute gift to the sole and separate use of the lady. The words are an expansion and expression of what would be implied in the words 'sole and separate use'; and they conceive themselves at liberty to hold that such a form of gift to a married woman without any restraint on anticipation vests, in equity, the entire *corpus* in her for all purposes, as fully as a similar gift to a man would vest it in him." The property was accordingly held liable to satisfy a parol contract made by the lady with her banker.

In that case the settlement provided for a disposition by act *inter vivos*, and although it only alluded in terms to one mode of such disposition—namely, by deed—the court thought that, having a present absolute power of disposal, the woman must be taken for all purposes to have the absolute property, and must therefore be able to bind herself in respect to it in any way

she pleased. But in the recent case of *In re Harvey's Estate* (28 W. R. 73, L. R. 13 Ch. D. 216), Vice-Chancellor Hall goes much beyond this, for he lays it down that, although the settlement gives a power of appointment *by will only*, the property is liable to the general engagements of the married woman after her decease—assuming that she has exercised the power—in the same way that it would be in the case of a man or a *feme sole*.

It does not appear to us that his lordship's judgment necessarily follows from any principle laid down in the case before the Privy Council. The observation of Lord Justice James which we have quoted seem to show clearly enough that it was considered there that an absolute property was vested in the woman; and if that was so, there could be no question as to her power to bind it by her general engagements. It may be reasonable to treat the *corpus* as her property when she has a present power of irrevocably disposing of it. It is a different thing altogether to treat it as her property when the settlement, by making the power testamentary, expresely says that she is to have no power of disposition in her lifetime at all; and we therefore venture to doubt the soundness of the Vice-Chancellor's decision. But it well indicates the current tendency to treat a married woman, in so far as she is entitled to any control over property, as being entitled to no immunity which would not be accorded to her if unmarried.

LORD JUSTICE BRAMWELL ON THE EMPLOYERS' LIABILITY BILL.

The letter recently addressed by Lord Justice Bramwell to Sir Henry Jackson is a very powerful piece of reasoning. We believe, however, that legislation of some sort has become inevitable, both parties being pledged to it. We are not very certain that there ought to be any alteration of the present law, but we think it may be that, to some extent, there should be an alteration in the direction of limiting the doctrine of common employment, and also of making the master responsible for the negligence of what has been called the vice-master. But the distinction which we have always drawn between the outside public and servants is a distinction which, in our opinion, justifies the existing law in the main, and consequently we are not convinced that any very sweeping alteration will be beneficial. A great part of the Lord Justice's letter is taken up with the demolition of a fallacy which, according to his view, lies at the bottom of much of the argument in favour of the alteration of the law. The idea which he considers fallacious is the idea that the law generally makes the master responsible for the negligence of his servant, and that the non-liability for negligence of a fellow-servant is an exception to the general rule. The way in which the learned Lord Justice puts it seems to be this. The responsibility of the master for the negligent acts of his servant within the scope of his employment is not general, but only exists when the person injured is one of the outside world. Where there is any relation between the master and the person injured, the master is not responsible unless such responsibility is one of the terms of the relation. For instance, the master is not liable to a friend being driven in his carriage who is injured by the negligence of his coachman. So the servant has no remedy for the negligence of the fellow-servant, because there being a contractual relation between himself and his master he has not made it one of the terms of the relation that the master should be liable.

This is a very subtle and forcible way of putting the case, but we are not convinced that it is altogether unassailable. The law constantly annexes to a contract terms which the parties have not actually expressed or even contemplated, and we doubt whether the Lord Justice's argument does not leave room for the question why the law should not imply a term in the contract that the master should be responsible. We doubt whether the reason which actually governs in the case of the friend being driven in the master's carriage is that the friend has not, in fact, made it a term of the relation that the master should be responsible. In truth, neither the friend nor the master thought of the matter at all. The law does not make it a term of the relation, because it is not just that it should be so. The question that any plain man not versed in the law of contract or in legal abstractions will ask himself is why the master should be responsible to an outsider and not to his own servant, and we do not believe the Lord Justice's answer will be satisfactory to him. We do not think that in substance the matter is one of contract at all, any more than the carrier's liability as an insurer is really a matter of contract in the sense that carriers originally intended to be so liable. Unless a better answer is capable of being given to the question why the master is not liable to the servant than that the servant did not expressly contract for his liability, the answer will not be satisfactory. If the master were not responsible to any one in the absence of some actual negligence on his part, no question of course would arise, but being responsible to an outsider, the question that in substance arises is, What is the substantial distinction between the position of an outsider and a servant in virtue of which it is just that in the one case the master should be responsible, and in the other not? We have frequently indicated what, in our opinion, that distinction is, and we will not repeat at length what we have said before. To our thinking, the distinction broadly is that the operation which the master intrusts to the fellow-servant is carried on for the joint benefit of the servant and himself. The servant is as much a party to its being so intrusted as the master. The outsider may say that he has nothing to do with the master's trusting to the coachman to drive his carriage, and that if the master for whose benefit the carriage is driven does not drive it himself, he ought to be responsible for the man who does. This line of argument does not, as it seems to us, in justice lie in the mouth of the footman who receives wages for standing behind the carriage which at the time he hired himself he knew would be driven by a coachman. Unless a master delegated acts to servants, the whole system under which other servants' services become requisite and are sought for could not exist. This seems to us to distinguish the case of a servant from that of an outsider on broad and substantial grounds, and this distinction lies close to the evil of the economical objection to any sweeping alteration of the law. If the master's responsibility is not very carefully limited and defined, those enterprises which exist for the joint benefit of the master and servants will be crippled and interfered with, and the servants, whose wages depend upon them as much as the master's profits, will in the end be injured. One of the provisions of the proposed Act seems to us to point to a sense on the part of its promoters that the change is of a somewhat doubtful nature. If it be just that a servant should have a cause of action against his master for negligence of a fellow-servant in the cases specified, on what principle can it be right that the amount of compensation should be limited to so many years' wages? We certainly fail to see the justice of this, assuming that the change proposed by the Bill is just. It seems to be a distinction between actions by persons of a particular class and actions in general, utterly indefensible on any ground of principle.

The *Daily Telegraph* says that Mr. Francis Barnard Jennings, solicitor and agent for the Liberal party at the recent borough election for Ipswich, was charged on Monday with illegally voting, he being at the time a paid agent, and, consequently, not entitled to poll under the Ballot Act. The magistrates committed Mr. Jennings for trial at the assizes in his own recognizances of £100.

Recent Decisions.

AGREEMENTS CONTRARY TO THE POLICY OF THE LAW OF BANKRUPTCY.

(*Ex parte Jay, In re Harrison*, C. A. 28 W. R. 449, L. R. 14 Ch. D. 19.)

This case, to which we have before briefly referred, is chiefly remarkable for the enunciation of law attributed in the *Law Reports* to the Chief Judge in the court below. The case was a contested claim to a builder's materials upon his bankruptcy. The question arose upon a building agreement under which, in the event of the builder making default in any of the stipulations, or becoming bankrupt, the materials were to become forfeited. Upon the bankruptcy happening, the Chief Judge held that the trustee had no title; and he is reported to have said: "Is it not a perfectly good and valid contract? The debtor says in effect, 'If I become bankrupt, that which is mine shall become yours.' There is no objection to such a contract as that." His lordship cannot have had immediately in his mind the language used by the Court of Queen's Bench in *Hawthorn* v. *Newcastle and North Shields Railway Company* (9 L. J. N. S. Q. B. 385), the case upon which the Chief Judge relied in *Ex parte Dickin* (25 W. R. 258), his professed guide in the present case. Lord Denman, C.J., there starts with saying: "We think it cannot be contended that this agreement, whether entered into by one subject to the bankrupt laws or not, bears anything unlawful on its face. It has no professed or necessary reference to the event of bankruptcy; and assuming the solvency of the contractors, and that bankruptcy was not in contemplation, and that they were the owners of the chattels to be affected by the deed, they might certainly stipulate with regard to them as the contractors have done by this instrument." The stipulation there was simply that the company should have a lien upon the materials for the time being on the ground as a security for the completion of the works. If these contracts are read as merely giving a right to seize, or contingent interest to arise, upon bankruptcy, then the principle plainly applies which is thus expressed by Lord Justice James: "A simple stipulation that upon a man's becoming bankrupt that which was his property up to the date of the bankruptcy shall go over to some one else, and be taken away from his creditors, is void, as being a violation of the policy of the bankrupt law." That was the reading of the contract in *Ex parte Jay* which the Court of Appeal adopted. What would be the operation of the principle adverted to in cases where the contract does transfer an interest in property *ab initio*, though not quite an easy question, yet seems to be covered by *Ex parte Mackay* (21 W. R. 664) and *Ex parte Williams* (26 W. R. 274). Why should a mortgagee be allowed to stipulate for liberty to avail himself of his security in the single event of bankruptcy when he is not allowed to acquire a further specific security in that event? This latter was in *Ex parte Williams* considered to be the substance of the attornment clause; which was in that view held ineffectual against the trustee. It is impossible in these cases to make use of section 94 for the purpose of assisting a title under a contract vicious in itself; for that section requires the condition to be satisfied of the contract or dealing set up having been made in good faith.

According to a return which has been made to the House of Lords, by the Solicitor to the Treasury, of all costs already incurred by the Treasury on behalf of Lord Penzance in the cases of *Martin* v. *Mackonochie* and of *Mackonochie* v. *Martin*, counsels' fees have amounted to £579 2s. 6d.; shorthand writers have cost £217 19s. 6d.; total, £797 2s. 2d.

Cases of the Week.

BANKRUPTCY PETITION—EVIDENCE OF ACT OF BANKRUPTCY—SERVICE OF DEBTOR'S SUMMONS—BANKRUPTCY ACT, 1869, s. 8—BANKRUPTCY RULES, 1870, r. 38.—In a case of *Ex parte Rogers*, before the Court of Appeal on the 8th inst., a question arose as to the proof which ought to be given of the commission of an act of bankruptcy on the hearing of a petition for an adjudication of bankruptcy. Section 8 of the Bankruptcy Act, 1869, provides that at the hearing of the petition, "the court shall require proof of the debt of the petitioning creditor, and of the trading, if necessary, and of the act of bankruptcy," and that it may adjourn the petition for the procuring of further evidence. And sub-section 1 of section 30 provides that "every bankruptcy petition shall be accompanied by an affidavit verifying the statements contained in such petition." Rule 32 provides that, "after the presentation of the petition, and before sealing the copies of the petition for service, the statements in the petition shall be carefully investigated, and where some of the statements cannot be sworn to, witnesses may be summoned to prove the same." And by rule 36, "where a debtor intends to show cause against a petition, he shall file a notice with the registrar, showing the statements in the petition which he intends to deny or dispute." And rule 38 provides that, "on the appearance of the debtor to show cause against the petition, the petitioning creditor's debt, trading, and act of bankruptcy, or such of those matters as the debtor shall have given notice that he intends to dispute, shall again be proved, and if any new evidence of these matters, or any of them, shall be given, or any witness or witnesses to such matter shall not be present for cross-examination, and further time shall be desired to show cause, the court shall, if it think the application reasonable, grant such further time as it may think fit." In *Ex parte Rogers*, the act of bankruptcy alleged was the failure of the debtor to comply with the requirements of a debtor's summons which the petitioning creditor alleged that he had caused to be served on him. At the hearing of the petition no evidence was adduced of the service of the debtor's summons other than the ordinary affidavit of the petitioner accompanying the petition and verifying the statements contained in it. No evidence was given by the person who had actually served the summons. But an application to dismiss the summons had previously been made by the debtor, and in his affidavit in support of that application he had expressly admitted that the summons had been served upon him. An affidavit of the service of the summons had also been made by the person who had served it. But no notice had been given of any intention to use the evidence given in the matter of the summons upon the hearing of the petition. At the hearing the objection was taken that the service of the summons had not been proved, and that consequently the act of bankruptcy had not been proved. The registrar, however, made the adjudication. The Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.) held that the objection, though purely technical, was a valid one. JAMES, L.J., said that the proceedings on the debtor's summons and the petition were entirely distinct litigations, as distinct as if the summons had been an action in the High Court, and the evidence in the one was not evidence in the other unless notice was given to use it. The order of adjudication was accordingly discharged, and the matter was remitted to the registrar to hear further evidence. We believe that it has been the practice in the London Court of Bankruptcy to treat the evidence of the service of a debtor's summons given in the matter of the summons as evidence upon the hearing of a bankruptcy petition founded on the non-compliance of the summons as a matter of course. This decision is, therefore, of some practical importance.—SOLICITORS, *W. Rogers; Travers, Smith, & Braithwaite.*

MORTMAIN—INTEREST IN LAND—BEQUEST TO CHARITY OF SHARE OF PARTNERSHIP ASSETS—9 GEO. 2, c. 36.—In a case of *Ashworth* v. *Munn*, before the Court of Appeal on the 9th inst., the question arose whether a gift by a testator to a charity of the proceeds of sale of his share in the assets of a partnership business was void under the statute 9 Geo. 2, c. 36. The assets of the partnership

consisted in part of real estate. The Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.), affirming the decision of Malins, V.C., held that the interest of the testator in the proceeds of the sale of the real estate of the partnership, though it was personal estate as between his real and personal representatives, was still an interest in land, and was therefore within the Statute of Charitable Uses, and consequently that the gift of it to the charity was void.—SOLICITORS, *Clarke, Woodcock, & Ryland*; *Walker & Battiscombe*; *Hollams, Son, & Coward*; *Robinson & Preston*; *Gregory, Rowcliffes, & Rawle*; *Hare & Fell*.

POWER OF APPOINTMENT—EXERCISE BY INFANT—MARRIAGE SETTLEMENT OF PERSONAL ESTATE.—In a case of *In re D'Angibau*, before the Court of Appeal on the 12th inst., the question arose whether an infant married woman could exercise a power of appointment of personal estate reserved to her by her marriage settlement. At the time of her marriage the wife was an infant of about the age of nineteen, and she was described in the settlement as an infant. She was, under the will of her father, entitled to a sum of money, subject to the payment of an annuity to her mother, and this sum had been set apart to answer the annuity, and was held by the trustees of the father's will. Previously to the marriage a settlement was executed, by which the husband covenanted that, in the event of the marriage taking place, he and all other necessary parties would assign to trustees the interest to which, under her father's will, the intended wife was entitled in the fund set apart to answer the annuity, and that the trustees should hold the fund upon trust for the intended wife for her life, for her separate use, and after her death upon certain trusts for the benefit of the intended husband till he should become bankrupt, with remainder in trust for the issue of the marriage, and, if there should be no issue who should become absolutely entitled, upon trust as the intended wife should by deed or will appoint, and in default of such appointment, if the wife should survive the husband, in trust for her absolutely; but, if the husband should survive the wife, upon trust for her next-of-kin at her death, as if she had died intestate and a widow. There was no issue of the marriage, and the wife died while still an infant. She had previously executed a deed by which she purported to exercise the power of appointment by giving the fund to her husband absolutely. He survived her, and shortly after her death he filed a liquidation petition. The trustee in the liquidation claimed the appointed fund, and brought the action against the trustees of the settlement, and the mother and brother of the deceased wife, who were her next of kin. The mother and brother demurred to the statement of claim. Jessel, M.R., overruled the demurrer (*ante*, p. 67). He was of opinion that the power was a power in gross—*i.e.*, that, though not simply collateral, it did not affect any interest of the infant. He was of opinion that, although an infant could not exercise a power appendant, he could validly exercise a power in gross, and, moreover, that even if the power could not be treated as a power in gross, there was a clear intention that the power might be exercised during infancy, and that the exercise of it was, therefore, valid. This decision was affirmed by the Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.), though Cotton, L.J., differed from the view of the majority. COTTON, L.J., said that there was very little authority as to the exercise by an infant of a power over personal estate. *Hearle* v. *Greenbank* (3 Atk. 695) was, as regarded powers over personal estate, only an authority that a power to appoint by will could be exercised during infancy after the infant had attained the age when, independently of any power, he could make a will of personal estate, and the passage in 1 Sug. Powers (6th ed.), p. 220, did not carry the case any further. There was no authority that a power, the exercise of which could affect the interest of the infant, or one in gross, could be exercised by an infant, except where infancy would not, if there was no power, prevent him from disposing of the property. In the absence of authority his lordship thought that on principle an infant could not exercise a power like that in the present case, which, in his opinion, was in the nature of property, by which he meant that the trusts of the settlement, independently of those for the children and husband, were intended to put the wife as nearly as possible in the same position, as regarded the enjoyment of and power over the property settled, as if she were a *feme sole*. To hold that an infant could exercise such a power would, in his lordship's opinion, be to allow an infant to bind her property which the law, on general principles of public policy, said that she could not do. The case might be thus disposed of if there were an indication of intention on the part of the donor of the power that it might be exercised notwithstanding the infancy of the donee. But the mere fact that a power, which might not have to be exercised for many years, was given to a person who at the time was an infant, was not, in his lordship's opinion, a sufficient indication of intention that the power might be exercised during infancy, and he was unable to find that the settlement expressed any such intention. The fact that the power might be exercised by deed or will was, he thought, against there being any such intention, as no will could be made by an infant, and as at the date of the settlement the property settled was reversionary, and the wife, though an infant, was upwards of nineteen years of age, there was, his lordship thought, no presumption that the consent to a change of investment would have to be given during her infancy. BRETT, L.J., thought that the power was a pure mandate, and that it did not deal with any property of the infant, but only with the property of the settlor. But, if it did affect property of the infant, he thought that the proper inference was that it was the intention of the settlor that the power should be exercised during infancy. The power was a mandate, and when exercised it would take effect from the direction of the settlor. It was delegated by a person who had full power himself to do the act which he delegated, and to say that the mandate was suspended during the infancy of the mandatory appeared to his lordship a most artificial doctrine. If it had been a power over real estate, no doubt the matter would have been concluded by direct authority. But that authority was founded on one of those artificial rules which had done more than anything else to bring disgrace upon the law. Unless there was some principle the rule ought not to be carried a step further. As a general rule an infant might exercise a mandate. If it was merely to be exercised by writing, it could be exercised at any time; was there any reason why it should not equally be exercised by deed? The deed did not take effect as the deed of the infant; it was only a very solemn form of exercising the mandate. The fact that the power was to be exercised by deed or will, when the exercise of it by will during infancy was rendered invalid by express statutory enactment, led, in his lordship's opinion, to the inference that it was intended to be exercised by deed during infancy. JAMES, L.J., agreed with the Master of the Rolls and with Brett, L.J. According to his view, an infant might be an agent. He might be the donee of a power of attorney, and it was difficult to understand why he might not equally be the donee of a power in a will or a settlement. *Hearle* v. *Greenbank* no doubt decided that an infant could not exercise a power over real estate, but the judgment was carefully limited to real estate; and the case had been considered by eminent text-writers as an authority that an infant could exercise a power over personal estate. His lordship would be sorry to express any doubt that an infant *feme covert* could exercise the ordinary powers contained in a marriage settlement of personal estate, unless there was something in the settlement to raise a presumption that she was not intended to do so, though of course an infant could not by making a settlement give herself such a power. On another ground, however, which had not been taken before the Master of the Rolls, the court all agreed in supporting his decision. The settled fund had never come to the hands of the trustees of the settlement, but was still in the hands of the trustees of the father's will, the widow being still living. The plaintiff was not only trustee in the liquidation of the husband, but was also the legal personal representative of the wife. And the court held that the settlement, which contained no declaration of trust on the part of the husband, but was merely a covenant by him to make a settlement, could not be considered as a declaration of trust constituting the relation of trustee and *cestui que trust* between the husband and the demurring defendants, and the court would not, as against the legal title of the plaintiff, enforce the covenant in favour of those defendants, who must be regarded as mere volunteers.—SOLICITORS, *Yarde & Loader*; *Wilkins, Blyth, & Fanshawe*; *Pitgrave & Hopkinson*.

PARTIES—ADMINISTRATION PROCEEDINGS—ORD. 16, R. 12B. (APRIL, 1880)—APPEAL—SECURITY FOR COSTS.—A case of *In re Dorsett*, before the Court of Appeal on the 14th inst., shows that the existence of the new rule of April last, ord. 16, r. 12b. (*ante*, p. 424), is hardly yet recognized even by some of the judges. The rule provides that, "In any cause for the administration of the estate of a deceased person, no party to the cause, other than the executor or administrator, shall, unless by leave of the judge, be entitled to appear, either in court or in chambers, on the claim of any person not a party to the cause against the estate of the deceased in respect of any debt or liability." In *In re Dorsett* the application to the Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) was for security for the costs of an appeal from the rejection by Hall, V.C., of a claim which the appellant had carried in against the estate of the testator in the cause. The plaintiff in the action was one of the executors, and the defendant was the residuary legatee, who was also the other executor. It was mentioned by the counsel for the plaintiff, who was the applicant for security for the costs of the appeal, that before the Vice-Chancellor the plaintiff and the defendant had appeared separately, and that the Attorney-General had also appeared on behalf of some charities, and that the Vice-Chancellor had ordered the claimant to pay the costs of all those parties. It was admitted that the attention of the Vice-Chancellor had not been called to the new rule. JESSEL, M.R., said it was clear that only the executor was entitled to appear upon the claim. The two executors ought to have appeared together, and the Attorney-General ought not to have appeared at all. There had been a slip owing to the Vice-Chancellor's attention not having been called to the new rule. As to the security for costs, it appeared that the notice of motion had been served on a Saturday, and that on the next Monday the plaintiff's solicitors wrote to the appellant's solicitors saying that they had not yet delivered a brief to their counsel, and that before doing so they wished to know whether the appellant would give £50 security. In reply to this letter no offer was made by the defendant. The court held that the plaintiff's offer was made in time and that the costs of the motion must be costs of the appeal. And they ordered security to be given by paying £25 into court.—SOLICITORS, *S. F. Miller & Son; Tweedies*

PRINCIPAL AND AGENT—COMMISSION MERCHANT—SALE OF GOODS—RIGHT TO FOLLOW PROCEEDS OF SALE.—In a case of *Kirkham* v. *Peel*, before the Master of the Rolls on the 9th inst., a question arose as to the mode of taking the accounts before the official referee in a case where the defendants had sold goods for the plaintiff on commission. The action was one for an account and an order to take the usual accounts of the dealings between the parties before the official referee had been made. He had directed the defendants to bring in certain accounts, and, amongs others, an account (No. 7) of the application by the defendants' banking house "of the proceeds realized by sale of the plaintiff's goods in India, including an account of the purchase with such proceeds of any produce, and of the amounts realized by sale of the produce so purchased." An objection was taken before the referee as to this account, and he submitted the question for the decision of the court whether the account should be brought in. A motion was now made by the defendants to exclude account No. 7. The course of dealing between the parties, so far as it appeared from the evidence, was as follows:—The defendants' firm in Manchester shipped goods to their firm in Bombay for sale either on their account or on account of the plaintiff and others desirous of sending goods to Bombay, the defendants generally making advances on the goods of other persons. The Bombay firm sold the goods in India and received the proceeds. If no advances had been made, then the Bombay firm bought bills on England and sent them to the defendants, such bills being treated as the property of the persons for whom the goods had been shipped, but where advances had been made, then the Bombay firm directed the defendants to credit their customers, and debit them with the amount mentioned in the remittance sheet or account sent by them. The Bombay firm were also in the habit of purchasing produce in Bombay and shipping it to the defendants in England, the Bombay firm being credited with the proceeds. They also shipped produce to all parts of Europe, and drew upon their correspondents for the price. These bills, when not negotiated in India, were transmitted to the defendants for collection, and, when collected, the Bombay firm were credited with the amount. These bills had nothing whatever to do with the proceeds of any particular goods sent to India, and the Bombay firm bought goods to a much greater value than the goods shipped to them, with the result that they had to draw on the defendants for the difference of the goods sold and bought, and also for the proceeds of bills remitted to the defendants for collection. For the plaintiff it was contended that the defendants were in the position of brokers or factors, and that the proceeds of sale of the plaintiff's goods could be followed so as to see what profit was made thereby, and reliance was placed upon *Taylor* v. *Plumer* (3 M. & S. 576), and the recent case of *Re Hallett's Estate* (L. R. 13 Ch. D. 696). JESSEL, M.R., said that the decision of the Court of Appeal, in which he took part, of *Re Hallett's Estate* had nothing to do with commission agents. That decision was only applicable to a case of a bailee or broker whose duty it was to remit the very proceeds of sale to his principal. This case was a totally different one, and the defendants were in the position of ordinary commission merchants, who received goods for sale on commission, and who would be liable to pay interest on any moneys which they failed to account for to the person intrusting them with the goods. The idea was novel, in his experience, for a commission merchant to keep a separate account at his bankers for each of his customers, and it was not to be supposed for a moment that a commission merchant was bound to transmit to his principal the very coin he received. The course of trade in such cases was that the commission agent was liable to the consignor for the amount of the goods, and he treated himself as a creditor for any advances made and interest, and his principal as a debtor for the amount received for his goods and interest. It appeared that the Bombay firm had a number of accounts open, and that they adopted the same mode of keeping their accounts with all persons, but the real contract was what he had above stated. As, however, there was some difficulty and liability to loss in sending back the exact equivalent in money or bills, it was thought cheaper to buy goods in India and send return cargoes, but whether such goods were bought with the plaintiff's money, or the defendants' money, or with the money of other people seemed to him quite immaterial, and all that the plaintiff could require was his money with interest. The other contention would lead to an account of every parcel of goods purchased by the Bombay firm, and an inquiry into every part of their trading. He did not think, therefore, account No. 7 need be brought in. The costs of the motion would be costs in the action.—SOLICITORS, *Milne & Co.*, for *Slater, Heelis & Co.*, Manchester; *Bower & Cotten*, for *Rylance*, Manchester.

AGREEMENT TO ACT FOR A.—PRIOR AGREEMENT TO ACT FOR B.—EXISTENCE OF AGREEMENT—INJUNCTION TO RESTRAIN ACTING FOR ANY PERSON OTHER THAN A.—In a case of *Leavitt* v. *Williams*, before the Master of the Rolls on the 9th inst., a motion was made by the plaintiff to restrain the defendant from acting for any other person than the plaintiff, in accordance with an agreement of the 29th of May, 1880. By such agreement the defendant agreed to act for a term of forty weeks from the 15th of September, 1880, in America, and not to play for any person during the engagement without the plaintiff's written consent. The defendant admitted the agreement, but declined to carry it out, on the ground that she had entered into a prior binding agreement with another theatrical manager named Rice. The evidence as to this agreement was as follows:—On the 27th of April, Rice wrote an offer to the defendant to engage her to act in America from the 30th of August, 1880, saying she must cable him immediately her refusal or acceptance, as he had to communicate with another actress before the 15th of May, and if she accepted she was to send him her photograph, and a sketch of her history. The defendant did not telegraph to Rice, but sent him her photograph about the middle of May, stating she was too ill to write. The defendant heard nothing further from Rice, but saw his agent in England in June. When the agreement with the plaintiff had been

discussed prior to execution, the plaintiff and his agent both told the defendant there was no binding agreement with Rice, and she thereupon signed the agreement of the 29th of May. For the defendant it was contended there was a binding agreement with Rice, and, therefore, that she could not be restrained by injunction from acting for any person other than the plaintiff, on the authority of *Fechter* v. *Montgomery* (33 Beav. 22). JESSEL, M.R., said that the only question was whether a binding agreement with the plaintiff should not be enforced because the defendant was afraid someone else might have a binding agreement with her. In his opinion there was no binding agreement with Rice, as the defendant's acceptance must have been by telegram, and no telegram had been sent. If the sending the photograph was intended as a new offer of a contract by the defendant, that offer required to be accepted by Rice, but there was no such acceptance by him, and only an interview with his agent, after the plaintiff's agreement had been entered into. There must, therefore, be an injunction as asked.—SOLICITORS, *Foss & Legg; Lewis & Lewis.*

PRODUCTION OF DOCUMENTS—REFUSAL TO PRODUCE—RIGHT TO USE IN EVIDENCE—ORD. 31, R. 14.—In a case of *Webster* v. *Whewall*, before Denman, J. (sitting for Fry, J.), on the 8th inst., a question arose upon the construction of rule 14 of order 31 as to the right of the plaintiffs to put in evidence a document referred to in their statement of claim, which they had refused to produce to the defendant. In their statement of claim the plaintiffs stated that the property in question in the action was conveyed to them or their predecessors in title by a deed dated the 16th of August, 1866. Before the defendant had delivered his statement of defence, he gave notice to the plaintiffs to produce this deed for his inspection. They refused to do so, but after the statement of defence had been delivered, they offered to produce the deed, and tendered it to the defendant for that purpose. The defendant objected that the offer came too late, and refused to accept it. And at the trial it was objected that the plaintiffs could not put the deed in evidence, reliance being placed on rule 14. DENMAN, J., held that the plaintiffs had sufficient cause for not producing the deed before the statement of defence was delivered, and he overruled the objection.—SOLICITORS, *Williamson, Hill, & Co.*; *Philbrick & Corpe.*

SPECIFIC PERFORMANCE—POSSESSION BY PURCHASER—PAYMENT OF INTEREST ON PURCHASE-MONEY.—In a case of *Ballard* v. *Shutt*, before Denman, J. (sitting for Fry, J.), on the 13th inst., the action was brought by a purchaser for the specific performance of a contract for the sale of land, and the question arose whether the plaintiff ought to pay interest on his purchase-money. The land was not in the occupation of any tenants, but the plaintiff had, immediately after the agreement was signed, erected a notice-board on the land, announcing that it was to be let or sold, and referring to himself for information, and that he had actually entered into contracts relating to the land. DENMAN, J., came to the conclusion that the plaintiff did this, intending then and there to assume the ownership of the land, and to deal with it as his own, and that he was, therefore, bound to pay interest on his purchase-money from the time when he had taken possession, notwithstanding the fact that he had made no profit out of the land.—SOLICITORS, *Dixon, Ward, & Co.*; *Johnson & Weatheralls.*

BUILDING AGREEMENT—FORFEITURE—WAIVER—ELECTION—ACQUIESCENCE—RESCISSION OF CONTRACT.—In a case of *Marsden* v. *Sambell*, before Fry, J., on the 1st inst., the question arose whether the plaintiff was entitled to insist on the forfeiture of a building agreement, or whether he had not waived his right to do so. On the 16th of January, 1879, the plaintiff agreed to grant a building lease or leases to the defendant (who was a builder) of a piece of ground, and seven houses then in the course of construction thereon. The defendant was to finish two of the houses by the 25th of March, 1879, and the remaining five by the 24th of June, 1879. The defendant was not, without the written licence of the plaintiff, to carry away any building materials after they had been delivered on the land. Until the lease or leases should be granted the plaintiff was to have a right of re-entry on the premises, in case of the breach or non-performance of the defendant's agreement to finish the houses, or of any other agreement therein contained, without the necessity of having recourse to an action of ejectment. The defendant had not finished the five houses by the 24th of June, but the plaintiff did not give him notice of his intention to insist on the forfeiture until the 18th of July. Meanwhile, the defendant had to the knowledge of the plaintiff laid out further money upon the houses. On the 31st of July, and again on the 26th of September, the defendant removed a quantity of building materials off the land. On the 30th of September the action was commenced, by which the plaintiff claimed an injunction to restrain the defendant from committing any act of trespass on the land, and damages. The defendant delivered a statement of defence and counter-claim, asking by the counter-claim for the specific performance of the agreement. At the trial the counter-claim was abandoned. It was contended that the plaintiff had waived the right of forfeiture which accrued on the 24th of June, and that by afterwards insisting on the forfeiture he had in effect rescinded the agreement. The defendant, therefore, it was said, was in possession of the property as tenant at will to the plaintiff, and was entitled to remove the building materials within a reasonable time, those materials having become his absolute property by virtue of the rescission of the agreement by the plaintiff. FRY, J., said that after the 24th of June the plaintiff was in a position to elect either to avoid the agreement or to affirm it, or he might do neither, and the question was whether he was on the 18th of July entitled to avail himself of the right which had accrued on the 24th of June. The question within what time a right to elect to avoid a contract was lost was open to some doubt. In the case of *Morrison* v. *The Universal Marine Insurance Company* (21 W. R. 774, L. R. 8 Ex. 197), the Court of Exchequer Chamber said that the judge had told the jury that the party entitled to elect must do so within a reasonable time, and they added, "It is not necessary to consider whether this decision is correct, or whether the party entitled to elect may not do so at any time, unless in the meantime he has elected to affirm the contract, or unless the rights of third parties have intervened, or the other party to the contract has altered his position, under the belief that the contract was a subsisting one; for, if the latter be the correct view, the direction of the learned judge was too favourable to the plaintiff, and of course he cannot complain of it," so that they left the point undecided. But, if the true view was that the right to elect must be exercised within a reasonable time, his lordship thought that, looking at the nature of the relation between the parties; to the fact that the defendant was bound by his agreement to go on with the buildings, and that it was, therefore, probable that, until he was stopped by the plaintiff, he would proceed with them—at any rate, he had a right to do so, the 18th of July—*i.e.*, three weeks after the right to forfeit had accrued—was not a reasonable time within which to elect to avoid the contract. If, however, the true view was the other one mentioned by the Court of Exchequer Chamber, then the evidence proved that in the interval of three weeks the defendant had altered his position by expending money on the houses in the belief that the agreement was still subsisting. In either view, therefore, the plaintiff was too late on the 18th of July to elect to avoid the contract. But, assuming that the contract was still subsisting after the 18th of July, the defendant had committed fresh breaches of it on the 31st of July and on the 26th of September, and the plaintiff, by issuing the writ on the 30th of September, had elected to avoid the contract. The defendant, however, said that the contract was not still subsisting, because the plaintiff, by asserting on the 18th of July that it was at an end, had done an unlawful act, and had thus rescinded the contract. That proposition was utterly untenable. Assuming that the plaintiff's act was a violation of the contract, yet a breach by A. of a contract between himself and B. did not of itself rescind the contract. It could only give to B. a right to rescind the contract, and that right he must exercise if he wished to rescind it. In the present case it was clear that the defendant had not given any notice to rescind the contract, on the contrary, he had continued to insist that it was still subsisting. But, even if he had rescinded the contract, he would have had no right afterwards to enter on the land to remove the building materials. For, though a tenant at will whose tenancy was determined by his lessor had a right to enter on the land within a reasonable time to remove crops and other things belonging to him, a tenant at will who determined his own tenancy had no such right.

This was settled by *Gland's case* (5 Coke Rep. 116a). Consequently, his lordship granted the injunction claimed by the plaintiff, and awarded him £30 damages.—SOLICITORS, *G. W. Marsden & Son; Bordman & Co.*

Appointments, Etc.

Mr. FRANCIS WILLIAM CALVERT, solicitor, of York and Scarborough, has been appointed a Magistrate for the Borough of Scarborough. Mr. Calvert was admitted a solicitor in 1837, and is registrar and prothonotary of the York Court of Record, and assistant clerk to the visiting justices of the West Riding Lunatic Asylum.

Sir JULIAN GOLDSMID, baronet, has been elected Treasurer of University College, London. Sir J. Goldsmid is the only son of Mr. Frederick David Goldsmid, of Somerhill, Kent. He was born in 1838, and succeeded to the baronetcy in 1878 on the death of his uncle, Sir Francis Henry Goldsmid, Q.C. He was educated at University College, and graduated M.A. at the University of London in 1861. He was called to the bar at Lincoln's-inn in Hilary Term, 1861. Sir J. Goldsmid was M.P. for Honiton in the Liberal interest from 1866 till 1868, and for Rochester from 1870 till the last general election. He is a fellow of University College, and a magistrate and deputy-lieutenant for the county of Kent.

Mr. ROBERT LOCK, solicitor, of Pembroke and Tenby, has been appointed a Perpetual Commissioner for Pembrokeshire for taking the Acknowledgments of Deeds by Married Women.

Mr. THOMAS MARTINEAU, solicitor and notary (of the firm of Ryland, Martineau, Carslake, & Goodwin), of Birmingham, has been appointed a Magistrate for that borough. Mr. Martineau was admitted a solicitor in 1851, and is law clerk to the Birmingham Assay Office.

Mr. EDMUND SWETENHAM, Q.C., has been appointed a Magistrate for Denbighshire. Mr. Swetenham is the second son of Mr. Clement Swetenham, of Somerfoord Booths, Cheshire, and was born in 1822. He was educated at Brasenose College, Oxford, and was called to the bar at Lincoln's-inn in Trinity Term, 1848. He is a member of the North Wales and Chester Circuit, and became a Queen's Counsel in April last.

Mr. ALLAN TASSELL, solicitor, of Faversham and Sittingbourne, has been elected Clerk to the Preston School Board. Mr. Tassell is the son and partner of Mr. James Tassell, solicitor, registrar of the Faversham County Court, and coroner for the borough. He was admitted a solicitor in 1872, and is registrar of the Sittingbourne County Court, clerk to the Faversham Board of Guardians, and clerk (jointly with his father) to the county magistrates and the deputy-lieutenancy.

Mr. FRANCIS WILLIS TAYLOR, barrister, has been appointed Registrar of the Liverpool District of the Chancery of the County Palatine of Lancaster, in succession to Mr. James Winckworth Winstanley, resigned. Mr. Taylor is an M.A. of University College, Oxford, and was called to the bar at the Inner Temple in Trinity Term, 1872. He is a member of the Northern Circuit, and has practised locally at Liverpool.

DISSOLUTIONS OF PARTNERSHIPS.

MARTIN BROWN, and HENRY PLUMBRIDGE JARMAN, solicitors, 2, Hatton-garden, Dale-street, Liverpool (Browne & Jarman). July 6.

WILLIAM GRIMWOOD TAYLOR, ADOLPHUS GRIMWOOD TAYLOR, and CHARLES WEAVER, solicitors, Derby (so far as respects the said Charles Weaver). July 5. (*Gazette*, July 9.)

ALFRED CARR, CHARLES ALBERT BANNISTER, JAMES HENRY DAVIDSON, and THOMAS MYDDELTON MORRIS, solicitors, 70, Basinghall-street, London. July 10.

(*Gazette*, July 13.)

Obituary.

MR. JOHN FINCHETT MARSH.

Mr. John Finchett Marsh, solicitor, formerly town clerk of Warrington, died at Hardwick House, near Chepstow, on the 22nd ult. Mr. Marsh was born in 1818, and was educated at the Warrington Grammar School. He was admitted a solicitor in 1839, having served his articles with his uncle, the late Mr. John Finchett, of Warrington, to whose practice he shortly afterwards succeeded. He was formerly associated in partnership with Messrs. Joseph Wagstaff and William Wagstaff, next with Mr. James Barratt, and finally with Mr. William Dampier Jeans. He had a very extensive practice, and was a perpetual commissioner for Lancashire and Cheshire, and clerk to the governors of the Warrington Grammar School. In 1847, upon the incorporation of the town of Warrington, Mr. Marsh was elected as the first town clerk, and he held that office till 1858. About seven years ago he retired from business, and had ever since resided in Monmouthshire. Mr. Marsh devoted most of his leisure time to literary and antiquarian studies. He published a history of the Warrington Grammar School, and had delivered some lectures upon "Literary Characters of Warrington during the Eighteenth Century." He also contributed several papers to the "Transactions of the Lancashire and Cheshire Historical Society." Mr. Marsh was a bachelor.

MR. JOSEPH SHARPE, LL.D.

Mr. Joseph Sharpe, LL.D., died at Pembroke Lodge, Kensington, on the 2nd inst. Mr. Sharpe was born in 1813, and was educated at Jesus College, Cambridge, where he graduated first class in civil law in 1851, and in the first class in the moral sciences tripos in 1853, in which year he also obtained the Whewell Prize for moral philosophy, and afterwards proceeded to the degree of LL.D. He was called to the bar at the Inner Temple in Easter Term, 1852, and formerly practised on the South-Eastern Circuit, and at the Surrey Sessions. Mr. Sharpe was for several years reader in jurisprudence and in civil and international law at the Middle Temple. He had acted as examiner for the LL.B. degree at Cambridge, and as examiner in civil law and the principles of legislation in the University of London.

MR. CHARLES TREVOR.

Mr. Charles Trevor, solicitor, many years controller of legacy and succession duties, died at his residence, 18, Norfolk-crescent, Hyde-park, on the 5th inst. Mr. Trevor was born in 1801, and received the usual training of a solicitor. He was for a short time a clerk in the office of the solicitor to the Stamp Office, and was appointed solicitor to that department about the year 1826, and discharged the duties of that office for many years with great success. He prepared (in conjunction with Sir Henry Thring and the late Mr. Peter Erle, Q.C.), the Succession Duty Act, 1853, and soon after the passing of that measure was appointed controller of legacy and succession duties under the Inland Revenue Board. Mr. Trevor retired on a pension about fourteen years ago.

MR. WILLIAM BAKER.

Mr. William Baker, solicitor, late of Taunton, died at Burnham, Somersetshire, on the 27th ult. Mr. Baker was the son of the late Mr. John Baker, solicitor, of Ilminster, where he was born in 1811. He was admitted a solicitor in 1835, and soon afterwards settled at Taunton, where he practised until about three years ago. Although he never held any public appointments, he had a lucrative private practice, and was highly esteemed in the neighbourhood, both for his professional ability and high personal character. He was a warm supporter of the Liberal party, and was for many years election and registration agent in the borough of Taunton. Mr. Baker was buried at the Ilminster Cemetery on the 2nd inst.

Law Students' Journal.

COUNCIL OF LEGAL EDUCATION.

MICHAELMAS EXAMINATION, 1880.

Examination of Candidates for Pass Certificates.

The attention of students is requested to the following rules:—

No student admitted after the 31st of December, 1872, shall receive from the council the certificate of fitness for call to the bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects—viz., (1) Roman law; (2) The law of real and personal property; (3) Common law; and (4) Equity.

No student admitted after the 31st of December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman law at any time after having kept four terms.

An examination will be held in October next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Thursday, the 7th day of October next; and he will further be required to state in writing whether his object in offering himself for examination is to obtain a certificate preliminary to a call to the bar; or whether he is merely desirous of passing the examination in Roman law under the above-stated rule.

The examination will commence on Monday, the 18th day of October next, and will be continued on the Tuesday, Wednesday, and Thursday following.

It will take place in the hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—Monday morning, October 18, at ten, on the law of real and personal property; Tuesday morning, October 19, at ten, on common law; Wednesday morning, October 20, at ten, on equity; Thursday morning, October 21, at ten, on Roman law; Thursday afternoon, October 21, at two, on constitutional law and legal history.

The oral examination will be conducted in the same order, and on the same subjects, as above appointed for the examination by printed questions.

NOTE.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law and legal history, or Roman law; common law or equity; and real and personal property law.

The examiner in the law of real and personal property will examine in the following subjects:—The creation, devolution, and disposition *inter vivos*, and by will, of estates, and interests in and powers over real and personal property, including estates and interests by way of statutory use, and of trust. Candidates will be examined in the elements of the foregoing subjects.

The examiner in common law will examine in the following subjects:—(1) The law of contracts; (2) The law of torts; (3) Criminal law; (4) The procedure in the common law divisions of the High Court of Justice. Candidates will be examined on general and elementary principles of law.

The examiner in equity will examine in the following subjects:—(1) Trusts; (2) Specific performance. Candidates will be examined in the above-mentioned subjects.

The examiners in Roman law will examine in the Institutes of Justinian, books 1 and 2; book 3, title 13, to the end of the book; book 4, titles 1 to 5 inclusive.

The examiners in constitutional law and legal history will examine in the following books and subjects:—(1) Stubbs' Constitutional History of England; (2) Hallam's Constitutional History; (3) Broom's Constitutional Law. Candidates will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

NOTE.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law, and legal history, or Roman law; common law or equity; and real and personal property law.

HILARY EXAMINATION, 1881.

The attention of students is requested to the following rules:—

As an encouragement to students to study jurisprudence and Roman law, twelve studentships of one hundred guineas each shall be established, and divided equally into two classes; the first class of studentships to continue for two years, and to be open for competition to any student as to whom not more than four terms shall have elapsed since he kept his first term; and the second class to continue for one year only, and to be open for competition to any student, not then already entitled to a studentship as to whom not less than four and not more than eight terms shall have elapsed since he kept his first term; two of each class of such studentships to be awarded by the council, on the recommendation of the committee, after every examination before Hilary and Trinity Terms respectively, to the two students of each set of competitors who shall have passed the best examination in both jurisprudence and Roman law. But the committee shall not be obliged to recommend any studentship to be awarded if the result of the examination be such as in their opinion not to justify such recommendation.

No student admitted after the 31st of December, 1872, shall receive from the council the certificate of fitness for call to the bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects—viz., (1) Roman law; (2) The law of real and personal property; (3) Common law; and (4) Equity.

No student admitted after the 31st of December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman law at any time after having kept four terms.

An examination will be held in December and January next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, or honours, or of obtaining a certificate of fitness for being called to the bar, or of passing the examination in Roman law only, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Saturday, the 11th day of December next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, or honours, or of obtaining a certificate preliminary to a call to the bar, or whether he is merely desirous of passing the examination in Roman law under the above-stated rule.

The examination will take place in the hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—Monday and Tuesday, December 27 and 28, at ten until one, and from two until five on each day, the examination of candidates for studentships in jurisprudence and Roman law.

The examination of candidates for honours and pass certificates, and for pass in Roman law only, will take place as follows:—Wednesday morning, December 29, at ten, on real and personal property law; Thursday morning, December 30, at ten, on common law; Friday morning, December 31, at ten, on equity; Saturday morning, January 1, 1881, at ten, on jurisprudence and Roman law; Saturday afternoon, January 1, at two, on constitutional law and legal history.

The oral examination will be conducted in the same order, and on the same subjects, as above appointed for the examination by printed questions.

NOTE.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law and legal history, or Roman law; common law or equity; and real and personal property law.

Jurisprudence, International Law, and Roman Law.

Candidates for the studentships will be examined in all

the following subjects:—(1) Institutes of Gaius and Institutes of Justinian; (2) The Digest 41, title 1, "De acquirendo rerum dominio"; and title 2, "De acquirendo vel amittenda possessione"; (3) History of Roman law; (4) Principles of jurisprudence, with special reference to the writings of Bentham, Austin, and Maine; (5) Elements of international law; (6) Principles of private international law. Candidates for honours will be examined in subjects numbered 1, 3, 4, 5, and 6. Candidates for a pass certificate will be examined in the Institutes of Justinian, books 1 and 2; book 3, title 13, to the end of the book; book 4, titles 1 to 5 inclusive.

The examiner in the law of real and personal property will examine in the following subjects:—The creation, devolution, and disposition *inter vivos*, and by will, of estates, and interests in and powers over real and personal property, including estates and interests, by way of statutory use, and of trust. Candidates for a pass certificate will be examined in the elements of the foregoing subjects; candidates for honours will have a higher examination.

The examiner in common law will examine in the following subjects:—(1) The law of contracts; (2) The law of torts; (3) Criminal law; (4) The procedure in the common law divisions of the High Court of Justice. Candidates for a pass certificate will be examined on general and elementary principles of law; and from candidates for honours the examiner will require a more advanced knowledge of the application of those principles, and a knowledge of leading decisions.

The examiner in equity will examine in the following subjects:—(1) Trusts; (2) Specific performance; (3) Partnership; (4) Mistake and accident. Candidates for honours will be examined in all the above-mentioned subjects. Candidates for a pass certificate in those numbered 1 and 2 only.

The examiners in constitutional law and legal history will examine in the following books and subjects:—(1) Stubb's Constitutional History of England; (2) Hallam's Constitutional History; (3) Broom's Constitutional Law; (4) The Principal State Trials of the Stuart Period; (5) the concluding chapter of Blackstone's Commentaries, being that "On the Progress of the Laws of England." Candidates for honours will be examined in all the above-mentioned books and subjects; candidates for a pass certificate will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

NOTE.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law and legal history, or Roman law; common law or equity; and real and personal property law.

INNER TEMPLE.

The Masters of the Bench have awarded pupil scholarships of 100 guineas each to the undermentioned students:—Equity, Mr. Charles H. Grafton; real property law, Mr. W. Brinton. In common law no scholarship was awarded.

UNITED LAW STUDENTS' SOCIETY.

On Monday, the 12th inst., a meeting of this society was held at the Law Institution under the presidency of Mr. D'A. B. Collyer, when the following moot was discussed:—"A collision occurring between an omnibus and a goods van through the joint and equal negligence of the driver of each, can a passenger in the omnibus who sustains injury thereby maintain an action against the owner of the van? (*Thorogood* v. *Bryan*, 8 C. B. 115, 1 S. L. C. 315, 316, 8th ed.)." The discussion was opened by Mr. Mott-Whitehouse in the negative. Mr. Tillotson argued in support of, and Messrs. Nelham, Maclaren, Swepstone, and Pickersgill argued against, the opinion of the opener. Mr. Mott-Whitehouse replied, and after the president had summed up a division was taken and the moot decided in the affirmative by a majority of two.

The usual weekly meeting of this society was held on Wednesday, the 14th inst., at Clement's-inn Hall, Mr. B. T. Bartrum in the chair. The motion on the paper was "That this society approves of the expulsion of the Jesuits from France." Mr. Beaumont-Morice moved the rejection of the motion, and was supported by Messrs. Derry, Kains-Jackson, W Phillips, and Pain, and opposed by Messrs. Mott-Whitehouse and Maclaren. Mr. Owen spoke upon the motion from a neutral point of view. Mr. Beaumont-Morice then replied and a division was taken, and the motion lost by a majority of five.

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOLSOVER GAS LIGHT AND COKE COMPANY, LIMITED.—Petition for winding up presented July 5, directed to be heard before V.C. Bacon, on July 17. Abbott, Lincoln's inn fields, agent for Black, Chesterfield, solicitor for the petitioner

FIRTH HOUSE PAPER MILLS COMPANY, LIMITED.—By an order made by the M.R. dated July 2, it was ordered that the above company be wound up. Emmet and Son, Bloomsbury sq, agents for Emmet and Walker, Halifax, solicitors for the petitioner

CRAIK'S WAGON WORKS, LIMITED.—By an order made by V.C. Malins, dated July 2, it was ordered that the winding up of the above company be continued. Beswick and Co, Bedford row, agents for Blakeley, Scarborough, solicitor for the petitioner

JOHN WEBSTER AND COMPANY, LIMITED.—V.C. Malins has, by an order dated July 1, appointed Robert Mayo, Birmingham, to be official liquidator

OXFORD AND CAMBRIDGE TOILET CLUB, LIMITED.—Petition for winding up presented July 5, directed to be heard before the M.R. on July 17. Lickorish, Walbrook, solicitor for the petitioner

PROPRIETORS OF THE KINGSTON-UPON-HULL AND SCULCOATES PUBLIC ROOMS.—Petition for winding up, presented July 1, directed to be heard before the M.R. on July 17. Redpath and Holdsworth, Bush lane, agents for, Shackles and Son, Kingston-upon-Hull, solicitors far the petitioner

SOUTH YORKSHIRE AERATED WATER COMPANY, LIMITED.—Petition for winding up, presented July 8, directed to be heard before the M.R. on July 17. Pearce and Co, Grocer's hall ct, agents for Learoyd and Co, Hundersfield, solicitors for the petitioner

TOPSHAM, WOODBURY, AND LYMPSTONE WATERWORKS ACT.—TheM.R. has fixed Monday, July 19, at 12 at his chambers for the appointmnet of an official liquidator.

[*Gazette*, July 9.]

CIVIL SERVICE MEAT SUPPLY ASSOCIATION, LIMITED.—V.C. Bacon has, by an order dated June 12, appointed Alfred Audrey Broad, Walbrooke, to be official liquidator

GENERAL PRODUCE TRADING COMPANY, LIMITED.—By an order made by the M.R., dated July 3, it was ordered that the above company be wound up. Merediths and Co, New sq, Lincoln's inn, agents for Sibly, Bristol, solicitor for the petitioners

GRAFENBERG HOUSE (BARNET) HYDROPATHIC ESTABLISHMENT, LIMITED.—The M.R. has, by an order dated June 24, appointed John Folland Lovering, Gresham st, to be official liquidator

LAND AND FINANCE CORPORATION, LIMITED.—Petition for winding up July 10, directed to be heard before V.C. Malins on July 23. Rushworth and Co, Bedford row

SAINT PETERSBURG NEW WATER WORKS COMPANY, LIMITED.—Petition for winding up presented July 10, directed to be heard before V.C. Hall on July 23. Young and Co, St Mildred's ct, Poultry, solicitors for the petitioner

SOUTH YORKSHIRE AERATED WATER COMPANY, LIMITED.—Petition for winding up presented July 8, directed to be heard before the M.R. on July 17. Peace and Co, Grocers' hall ct, agents for Learoyd and Co, Huddersfield, solicitors for the petitioner

WINE AND SPIRIT TRADE COMPANY, LIMITED.—By an order made by V.C. Malins dated July 2, it was ordered that the above company be wound up. Maynard, Clifford's inn, solicitor for the said petitioner

[*Gazette*, July 13.]

COUNTY PALATINE OF LANCASTER.

LANCASHIRE ROPERY COMPANY, LIMITED.—Petition for winding up, presented July 6, directed to be heard by the V.C., at his chambers, on July 19. Brabner and Court, Liverpool, Solicitors for the petitioners

[*Gazette*, ly 9.]

The *Scotsman* announces the death of Mr. W. Wilson, of the old-established Edinburgh firm of Dundas & Wilson, W.S., which took place at his residence in Melville-street on Thursday week. The deceased was born in 1805, and had thus attained his seventy-fourth year. He had been ailing for some months, but may be said to have died in harness. The son of a Writer to the Signet, Mr. Wilson was trained to the same profession, his education being conducted at the Edinburgh High School and University. Besides taking his share in the extensive business of the firm with which he was through life connected, he long acted as a director of the Scottish Widows' Fund, and as an ordinary director of the Royal Bank.

Solicitors' Cases.

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

(Before COCKBURN, L.C.J., and LOPES, J.)

July 12.—*In the Matter of a Solicitor.*

Anstie showed cause against a rule *nisi* obtained on behalf of the Incorporated Law Society, calling upon a solicitor to answer the matters of an affidavit. The applicant in the case, one Livsey, had instructed the solicitor in question to bring an action against a bank for negligence in having failed to advise bankers in London to meet a bill for him on its arrival at maturity. Mr. Livsey did not claim to have suffered any serious loss, and the matter was settled on the terms that he should be paid £10 10*s.* and £3 3*s.* costs. The fact of this settlement had not been communicated to Livsey, and, indeed, when asked some eight months afterwards by the son of the latter how the matter had ended, the solicitor had told him that he was still in negotiation with the gentleman acting for the bank. The solicitor said that he had forgotten at this time what the real facts were, and he now stated in his affidavit that he had paid the money over in June last to the trustee in bankruptcy of his client. The learned counsel said he could not deny that the solicitor had been guilty of some negligence and irregularity in the matter, but he contended that the case was not one which the court could look upon as in any way a serious one.

W. Murray, who appeared on behalf of the Incorporated Law Society, called the attention of the court to the fact that though the money had been paid to the solicitor as far back as September, 1878, he had only paid it over in June last, and that, too, subsequently to the date at which the present rule had been obtained against him.

COCKBURN, L.C.J., said that, to say the least of it, the solicitor had been guilty of great carelessness. The amount was very small, and the case was hardly one for suspension. The rule, however, would be discharged only on the terms that he should pay all the costs of this application.—*Times.*

County Courts.

LEEDS.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

Feb. 26.—*Dovenor* v. *Hirst & Co.*

Executory contract—conditional sale—refusal to receive chattel.

His HONOUR, who had reserved his judgment in this case, said:—This is an action brought to recover from the defendants £13 5*s.* 10*d.*, being the amount claimed for the manufacture by the plaintiff of 220 yards of hemp sheeting made to the defendants' order, and which sheeting the defendants refused to accept. The plaintiff is a linen manufacturer in Leeds, and the defendants carry on the business of grease extractors at Dewsbury. In the month of August last the defendant Hirst called at the plaintiff's place of business with a view of ascertaining whether the plaintiff could make a linen cloth suitable for the purpose of extracting under pressure grease from shoddy and similar materials, the defendant describing the kind of cloth which had been supplied to him for that purpose by a firm at Hull, but whose works were at that time closed. At that interview it was agreed that the plaintiff should, as an experiment, make some cloth such as was required, and that if it was successful future orders were to follow. The price was left an open question. There was a conflict of evidence at the hearing between the plaintiff and defendant as to the number of yards which were to be made for the purpose of the experiment, the plaintiff alleging it was 220 yards and the defendant 50. Upon carefully weighing the facts, I have arrived at the conclusion that the actual number of yards agreed upon was 50, and not 220. On the 14th September the plaintiff sent to the defendants' manufactory at Dewsbury a piece of the manufactured cloth containing 105 yards, but as it was unaccompanied by any letter or other means of ascertaining who was the sender, it lay on the defendants' premises untouched until the 24th of September, when the second piece came, with the remaining portion of the 220 yards now sued for. On receiving the plaintiff's invoice, namely, on the 24th, the defendants on the same day wrote to the plaintiff refusing to accept the cloth, on the ground that it was not made according to agreement, and that it was too weak to be of any use. The plaintiff replied by letter that the cloth had been made purposely for the defendants, and according to agreement, and that it would not be taken back. Upon these facts I have come to the conclusion that this action cannot be supported, and that upon two grounds—first, that the contract in this case being executory, no property passed to the defendants until acceptance or approval by them. The law is clear, that where a chattel is ordered to be made the right of property is not vested in the party who gives the order, nor the right to the price in the vendor, until the thing ordered is completed, and has been approved of by the purchaser or some person appointed on his behalf to inspect the materials and workmanship. In giving judgment in *Street* v. *Bray* (2 B. & Ad. 463), Lord Tenterden said, "Where an article is ordered from a manufacturer, who contracts that it shall be of a certain quality or fit for a certain purpose, the purchaser may either refuse to receive or he may return the article as soon as he detects its deficiency, and thereby wholly defeat an action for the price." In the present case the sale by the plaintiff to the defendants was conditional, to become absolute only upon the cloth answering a specified purpose. The defendant, who had had experience of the strength required in cloth for the purposes of this particular trade, found by inspection that it was deficient and would not answer the purpose, and a trial was unnecessary, and the cases show that under such circumstances the defendants had the right to reject (*Andrews* v. *Belfield*, 2 C. B. N. S., 789; *Lucy* v. *Mouflet*, 5 H. & N. 229). In the case before me I am satisfied from the facts that the contract between the parties was that the plaintiff was to furnish the defendants with a material suitable for the purpose required and described, that it was not in the nature of a warranty, but in fact a conditional sale, that it would answer such purpose. Although no trial was made by the defendants as to the fitness of the material supplied, the evidence on that head satisfied me that the defendants had not got that they had bargained for, and hence there was no contract upon which an implied promise to pay could be raised. The second ground on which, if it stood alone, the plaintiff must fail, arises from the fact that the plaintiff, on an order for fifty yards, sent 220. The law upon this is that where more goods are sent than the purchaser agreed to buy, he may refuse to receive any portion of the goods so sent, and is not bound to incur risk or trouble in selecting some things and sending back others. In such cases the seller does not comply with his contract by tendering or delivering either more or less than the exact quantity contracted for (*Hart* v. *Mills*, 15 M. & W. 85; *Cunliffe* v. *Harrison*, 6 Ex. 903). Being of opinion that either of these grounds is an answer to the plaintiff's action, there must be a verdict entered for the defendants, with costs.

Dunn, for the plaintiff.

Bond, for the defendant.

Quarter Sessions.

BRIGHTON.

(Before PHILIP CHASEMORE GATES, Esq., Q.C., Recorder.)

July 9.—*Reg.* v. *Latter.*

Correcting record of verdict.

The prisoner was indicted for stealing fifty-one iron bolts and fifty rivets, the property of his master, Job Pack.

After the recorder had summed up, the jury did not quit the box, but on their turning round

Eversbed (Clerk of the Peace).—"Gentlemen are you all agreed upon your verdict?"

Several Jurymen.—"We are."

Eversbed.—"Which is your foreman?"

The jury turned about again, and some said, "We haven't elected one."

Eversheд.—"Choose your foreman, gentlemen."

The jury consulted, and ultimately a gentleman sitting at the opposite end of the box to that which the foreman usually occupies was put forward as the foreman. It subsequently transpired that he was a foreigner.

Eversheд.—"Is this your foreman, gentlemen?" (Signs of assent by the jury). "Are you all agreed upon your verdict?"

The Foreman.—"We are."

Eversheд.—"Do you say the prisoner is guilty or not guilty?"

The Foreman.—"We say he is 'Not Guilty,' on the ground of his previous good character."

Eversheд.—"You say the prisoner is not guilty and that is the verdict of you all?"

The Foreman.—"Yes."

The learned RECORDER made a note in his book and the clerk of the peace recorded the verdict in the court book and also on the back of the indictment. The COURT then adjourned for twenty minutes.

The prisoner had been removed from the dock; two of the jurymen had left the box and gone out of court; and two more had left the box but remained in court, when a juryman called the attention of the usher to the circumstance that the verdict as given by the foreman was not that of the jury.

The RECORDER was sent for, and on his asking the jury whether there was any mistake about the verdict, he was informed that the verdict was "Guilty, but recommended to mercy on account of his previous good character."

The RECORDER (to the foreman).—"Is that what you meant when you said not guilty on the ground of his previous good character?"

The Foreman.—"Yes, Sir."

The RECORDER.—"Then this seems to be a clear mistake, but I do not see that I can do anything until the prisoner is present."

The prisoner was brought back into court and placed in the dock, his counsel protesting against this course.

Merrifield, for the prosecution, called attention to Roscoe's Criminal Evidence, 9th ed., p. 223:—"*Verdict.*—If by mistake the jury deliver a wrong verdict (as where it is delivered without the concurrence of all), and it is recorded, and a few minutes elapse before they correct the mistake, the record of the verdict may also be corrected: *R.* v. *Parkins* (1 Moo. C. C. 46). In *R.* v. *Vodden* (Dears. C. C. 229, 23 L. J. M. C. 7), one of the jury pronounced a verdict of 'Not Guilty,' which was entered by the clerk of the peace in his minute book, and the prisoner was discharged; other jurymen then interfered and said their verdict was 'Guilty,' whereupon the prisoner was brought back, and the jury being again asked for their verdict, they all said it was 'Guilty,' and that they had been unanimous; a verdict of guilty having been recorded, it was held by the Court of Criminal Appeal that the verdict was properly amended and that the conviction must stand."

Warner Sleigh, for the prisoner, pointed out that the same case was treated on in Archbold's Criminal Pleading, 19th ed., p. 179, and in that comment there was a very material addition. The learned author said, "The jury themselves may, before the verdict is recorded (or even promptly after, the verdict is recorded: *R.* v. *Parkin*, 1 Moo. C. C. 45) rectify their verdict, and it will stand as ultimately amended (1 Chit. Crim. L. 647). This may be done even after the defendant has been discharged (in pursuance of a supposed verdict of acquittal) out of the dock, if before the jury have left the box: *R.* v. *Vodden* (Dears. 229, 23 L. J. (M. C.) 7.)" Here that essential was absent. The jury had left the box, had discharged their panel and separated. [He proposed to adduce the testimony of some of the jurymen as to what had actually happened. This was allowed, although no further oath than the jury oath originally taken was administered. It was deposed that two of the jury had left the box, proceeded through the outer hall and vestibule of the court into the lobby, and so to the porch, a distance of some two hundred yards from the jury box, though they had not actually passed from beneath the roof of the building. Two others had not quitted the court, although one had wholly, and the other partially, left the box. It did not transpire whether any of the four had spoken to, or been spoken with, by any of the outside public. The learned Recorder made a note of the facts as thus taken to be proved, and they were agreed to as correct by the jury and the counsel on both sides.] The jury had made deliverance between the Crown and the prisoner at the bar. They had fully performed their duty, and were then *functi officio*. Should the prisoner be again indicted for the same charge he might plead *autrefois acquit*."

The RECORDER doubted that proposition.

Merrifield contended that the jury had not actually separated and been discharged of their panel.

The RECORDER took time to consider, the prisoner being released on bail until five o'clock.

At that hour,

The RECORDER said that, entertaining no doubt in his own mind that the jury had not actually separated, and that, therefore, the opportunity of amendment established by *R.* v. *Vodden* had not gone by, he did not think he ought to grant a case, and, therefore, there was no pretext for respiting judgment. As the prosecutor desired to join in the recommendation of the jury, he (the Recorder) had great pleasure in giving effect to that recommendation by sentencing the prisoner to only one month's imprisonment with hard labour.

THE LAW OF LIBEL.

THE Select Committee appointed to inquire into the present state of the law of libel held its final meeting on Wednesday, the Attorney-General in the chair. The following report was adopted, and afterwards presented to the House:—

"(1) Your committee have not thought it necessary to call witnesses upon the matters referred to them. They have had the advantage of the evidence taken by the Select Committee of 1879, who, owing to the short time at their disposal, were unable to report, and your committee are of opinion that through the labours of the former committee sufficient information has been accumulated for the purposes of this inquiry.

"(2) Your committee have confined themselves to an examination of the state of the law affecting civil actions and criminal prosecutions for newspaper libel, and to the changes which, in their judgment, should be made therein.

"(3) It appears to your committee that one of the most important points of the subject referred to them is the question of extension of privilege to newspaper reports of the proceedings of a public meeting.

"(4) Your committee, after careful consideration, have come to the conclusion that the balance of convenience requires that further protection should be given to such reports.

"(5) Your committee accordingly recommend that any report published in any newspaper of the proceedings of a public meeting should be privileged if such meeting was lawfully convened for a lawful purpose, and was open to the public, and if such report was fair and accurate and published without malice, and if the publication of the matter complained of was for the public benefit.

"(6) But your committee are of opinion that such protection should not be available as a defence in any proceeding if the plaintiff or prosecutor can show that the defendant has refused to insert a reasonable letter or statement of explanation or contradiction by or on behalf of such plaintiff or prosecutor.

"(7) Your committee recommend that no criminal prosecution for libel published in a newspaper shall be commenced against the proprietor, publisher, or any one responsible for the publication of a newspaper for any libel published therein without the fiat of the Attorney-General being first obtained.

"(8) Your committee are also of opinion that the name of every proprietor of a newspaper, or in the case of several persons engaged as partners in such proprietorship the names of all such persons should be registered at the office of the Registrar of Joint-Stock Companies, with full particulars of the addresses and occupations of all such persons or of any change therein."

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

ATKINSON, ELIZABETH, Temple Sowerby, Westmoreland. July 29. Hindson v Bird, V.C. Hall. Bell, jun, Appleby

BOOTH, JOHN, Sheffield, Grocer. July 24. Hudson v Crowther, V.C. Bacon. Tattershall, Sheffield

BROOKS, WILLIAM, Caistor, Lincoln, Farmer. July 31. Pell v Brooks, M.R. Smith and Cousans, Caistor

GABBITTASS, GEORGE, Beckingham, Notts, Farmer. July 27. Gabbittass v Gabbittass, V.C. Hall. Hodding and Beevor, Worksop

ROBSON, JAMES CROSBY, Darlington. July 31. Burchett v Robson, V.C. Hall. Loy, Carey st, Lincoln's inn

SMITH, JOHN, Billericay, Essex, Ironmonger. July 25. Smith v Smith, V.C. Hall. Woodard, Ingram ct, Fenchurch st

TAYLOR, HENRY, Clay Cross, Derby, Farmer. July 29. Taylor v Taylor, M.R. Chester, Moorgate st

WHARTON, BENJAMIN, Birmingham, Factor. Aug 5. Evans v Wharton, V.C. Malins. Bradbury, Birmingham

[*Gazette*, July 2.]

BETWITZ, SARAH, Chelsham rd, Clapham. July 31. Grocott v Grocott, M.R. Warmington, Gresham bldgs, Basinghall st

CHURCHWARD, SAMUEL, Buckfastleigh, Devon, Gent. Sept 1. Churchward v Barns, V.C. Hall. Presswell and Son, Totnes

IRRESON, JOHN, Aakham, Notts, Yeoman. July 27. Bills v Smith V.C. Hall. Mee and Co, East Retford

STENNING, THOMAS, Woking, Surrey, Licensed Victualler. July 31. Stenning v Alloway, V.C. Hall. Robbins, Lincoln's inn fields

[*Gazette*, July 6.]

ASTON, EDWARD, Eglwysilian, Glamorgan, Gent. Sept 1. Davies v Aston, V.C. Hall. Jones, Cardiff

COBBY, HENRY, Sheffield, Gent. Aug 10. Cobby v Cobby, M.R. Beard, Sheffield

DUFFY, JOHN, Cambridge st, Hyde Park, Lodging House Keeper. Aug 19. White v Brooshooft, V.C. Hall. Berry and Binns, Chancery lane

HALL, TRAYTON JOHN, Foley st, Fitzroy sq, Commission Agent. Aug 15. Siminton v Hall, V.C. Malins. Minchin, Newgate st

PRICE, JAMES GILBERT, Llancillow Hall, Hereford, Esq. July 31. Price v Price, V.C. Bacon. Barlow, Leadenhall st

WILLSON, GEORGE, Greenwich, Ironmonger. July 31. Willson v Willson, V.C. Malins. Bristow, Greenwich

[*Gazette*, July 9.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.
LAST DAY OF CLAIM.

ANDERSON, JOHN, Liverpool, Merchant. Sept 1. Collins and Co, Liverpool

ATKINSON, HANNAH, Freke rd, Wandsworth. July 31. Nicholls, Gresham st

BUDDLE, CHARLES, Wednesbury, Stafford, Grocer. Aug 1. Thurstfield and Measiter, Wednesbury

BAINDLEY, JOHN, Birmingham, Butcher. Aug 2. Ansell, Birmingham

BROOKS, EMILY MARGARET, Bentinck ter, Regent's pk. July 31. Crowdy and Co, Serjeants' inn, Fleet st

BUSH, FREDERICK EDWIN, Charlton Kings, Gloucester, Gent. Aug 1. Bonnor, Gloucester

BUSSELL Dame HENRIETTA KATHERINE, Castle Goring, Sussex. Aug 30. Domville and Co, New sq, Lincoln's inn

CARTER, ANN, Copthorne, Surrey. July 31. Webber, jun, Furnival's inn

CARTER, WILLIAM, Copthorne, Surrey, Gent. July 31. Webber, jun, Furnival's inn

COAPE, ANNA MARIA, Lyncombe Rise, Bath. July 31. Gedge and Co, Old Palace yard, Westminster

CORBETT, THOMAS, Gracechurch st, Australian Merchant. Sept 1. West and Co, Cannon st

DOBD, JOHN, Hartley, Westmoreland, Gent. August 9. Preston, Kirkby Stephen

DORAN, REDMOND, Tranquilla-terrace, Hammersmith, Gent. Aug 20. Watson and Co, Bridge-rd, Hammersmith

EVERITT, ANN, Albion-grove, Barnsbury. Aug 3. Francis, Lancaster-pl, Strand

FLETCHER, MARTHA JANE, Burnley. Aug 1. Artindale and Artindale, Burnley

FLETCHER, BROWN, Burnley, Lancaster. Aug 1. Artindale and Arindale, Burnley

HALLIDAY, ELIZABETH, New Park st, Leeds. Sept 30. Eddison and Eddison, Leeds

HAMPTON, Right Honourable JOHN SOMERSET BARON, Westwood Park, Worcester. Aug 9. Curtler and Davis, Worcester

HENRIQUES, AMOS, Upper Berkeley st. Portman sq, Esq, M.D. Sept 30. Lousada and Emanuel, Austin Friars

HIGHFIELD, JOSEPH, Stafford, Engine Driver. Aug 3. Spilsbury, Stafford

JACKSON, STEPHEN WESTON, Reading, Berks, Gent. July 31. Simpson and Co, Moorgate st

KIBBLE, JAMES, Lewisham, Kent, Gent. July 30. Parker and Son, Lewisham

LLOYD, THEODORE, Old Broad st, Esq. July 31. Webber, junr, Furnival's inn

MACKRELL, SUSAN, New Arlesford, Southampton. Aug 6. Marshfield and Hutchins, Wareham

MARRIAGE, EDMUND, Hereford gardens, Corn Merchant. Aug 1. Woodard, Chelmsford

OSMOND, JAMES, Plymouth, Licensed Victualler. Aug 7. Pearse, Plymouth

PRITCHARD, WILLIAM, Penyhout, Llanrwst, Denbigh, Hotel Keeper Aug 12. Griffiith, Llanrwst

QUINLAN, WILLIAM STEPHEN LOUIS, Dawlish, Somerset, a Commander in H.M.'s Navy. Aug 13. Simmons and Co, Bath.

RESTARICK, JAMES, Devonport, Timber-measurer in H.M.'s Dockyard. Aug 7. Pearse, Plymouth

ROOPE, CABEL, Oporto, Portugal, Merchant. Aug 1. Philpot and Son, Bedford row

ROYDS, HENRY BOND, Albion st, Hyde Park. Aug 1. Valpy and Co, Lincoln's-inn-fields

WALLINGTON, GEORGE, Abergavenny, Monmouth, Saddler. July 31. Gabb and Walford, Abergavenny

WEBSDALE, ELIJAH, Baker st, Marylebone, Tailor. Aug 16. Deane and Co, South sq, Gray's inn

[*Gazette*, July 2.]

ARNAULD, SEBASTIAN WYNDHAM, Chelmsford, Essex, Gent. Aug 16. Gosnell, Moorgate st.

AUSTIN, MATTHEW, Broad Hinton, Wilts, Farmer. Aug 1. Townsend, Swindon

BAMFORD, THOMAS, Suffolk, Stationer. Aug 10. Wiltshire, Hall Plain, Great Yarmouth

BROWNE, WILLIAM MEREDITH, King st, Covent Garden, Esq. Aug 14. Walls and Co, Queen Victoria st

BULGIN, JAMES, Brighton, Confectioner. July 31. Penfold and Son, Brighton

BUNCE, GEORGE, Wimbledom, Surrey, Farmer. July 30. Dell, New inn, Strand

CAPPS, WILLIAM, Waddington, Lincoln, Esq. Tweed and Co, Lincoln

CROSSERY, JAMES, Lewisham High road, Deptford, Gent. July 24. Sandon and Co, Gracechurch st

ELLIOTT, JOSEPH, Seaton Sluice, Northumberland, Innkeeper. Aug 21. Dent, York

FRAN, JOHN, Exeter, Chemist. Aug 6. Fryer, Exeter

GILES, NETLAM JOHN, Richmond, Surrey, Gent. July 31. Taylor and Son, Field ct, Gray's inn

HANDLEY, ISAAC JOHN, Erdington, nr Birmingham, Steel Toy Maker. Aug 16. Canning and Canning, Birmingham

HAWKINS, MARY, Hahway st, Oxford st. Aug 6. Richards, Warwick st, Regent st

LUNGLEY, BROOKE MITCHELL, Boxford, Suffolk, Gent. Aug 31. Turner and Co, Colchester

MEARES, PETER GUILLEBAUD, Bath, Gent. July 31. Thompson and Debenhams, Salter's Hall ct, Cannon st

MORLEY, ROBERT, Wandsworth rd, Gent. Aug 4. Layton and Co, Budge-row, Cannon st

PARKINSON, JEREMIAH, Bare, Lancaster, Yeoman. July 31. Sharp and Son, Lancaster

ROGERS, JOHN JOPE, Helston, Cornwall, Esq. July 31. Rogers, Falmouth

SILLY, LOUISA SOPHIA, Dartmouth, Devon. Aug 23. Smith, Dartmouth

SMART, Rev JOHN, Kingswear, Clerk. Aug 2. Bartlett, Lincoln's inn fields

SYKES, MARY ELIZABETH, Millbridge, Liversedge, York. Aug 25. Sykes, Heckmondwike

TAYLOR, JOHN, Rochdale, Lancaster, Flannel Merchant. Aug 14. Farrar and Hall, Manchester

THEOBALDS, JAMES, Durnford rd, Holloway, Gent. Aug 17. Lowless and Co, Martin's lane, Cannon st

WARDLOW, WILLIAM CUSWORTH, Broomfield, Sheffield, Steel Manufacturer. Sept 3. Burdekin and Co, Sheffield

[*Gazette*, July 6.]

ASTBURY, HANNAH, Munster terrace, Fulham. Sept. 1. Pattison and Co, Queen Victoria st

ATHILL, SARAH, Durham rd, Seven Sisters rd. Aug 1. Angell and Co, Gresham st

BARTLE, WILLIAM, Haxby rd, York, Gent. Aug 17. Mann and Son, York

BIGLEY, HONEST, Polnton, Lincoln, Grocer. Aug 15. Wilks and Smith, Horbling

BRIGHT, RICHARD, Liverpool. Aug 9. Avison and Morton, Liverpool

BROWN, JOHN, Knockmullock, Kirkcudbright. Sept 1. Liddersdale, Castle Douglas

COPEMAN, Rev FREDERICK JOHN, Durham, Clerk. Aug 9 Thompson, Devereux ct, Temple

DANIELL, THOMAS AVERILL, Kensal pl, Kensal green, Esq. Sept 30. Crosse and Co, Lancaster pl, Strand

DAVIES, WILLIAM HENRY, Weston-super-Mare, Gent. Aug 2. Davies, Weston-super-Mare

ENGLAND, EDWARD, Bracondale, Norwich, Gent. Aug 16. Emerson, Norwich

FAIRHULL, GEORGE ALEXANDER, Canonbury park, South, Islington Sept 7. Bloxams and Ellison, Lincoln's inn fields

FAY, JOHN LIDDON, Stockland, Devon, Tailor. Aug 2. Webster, Axbridge

GILBURD, WILLIAM, Horsham, Sussex, Leather Seller. Aug 1. Cotching, Horsham

ISAAC, GREGORY, South Shore, Blackpool. Sept 7. May and Parry, Blackpool

GRIFFITHS, JAMES, Flodden rd, Camberwell, Cabinet Manufacturer. Aug 8. Hudson and Co, Bucklersbury

GROVES, WILLIAM, High st, Stratford, Gent. Aug 10. Hillearys and Taylor, Fenchurch bdgs

GWYN, WILLIAM EDWARD BEVAN, Llangain, Carmarthen, Esq. Oct 1 Thomas and Brown, Carmarthen

HALL, COLLINSON, senr, Navestock, Essex, Farmer. Aug 10. Hillearys and Taylor, Fenchurch bdgs

HARDING, PENELOPE, Bootle, Lancaster. July 29. Lynch and Teebay, Liverpool

HIGGINS, JOHN, Cheltenham, Trunk Maker. Oct 1. Wheeler, Cheltenham

LIDDALL, ARTHUR, Barnsley, York, Blacksmith. Sept 7. Rideal, Barnsley

PEARSON, WILLIAM, Wavertree, nr Liverpool, Gent. Aug 6. Banks and Kendall, Liverpool

POCKLINGTON, JAMES, Shenstone, nr Kidderminster, Chemist. July 30. Smith and Son, Furnival's inn
POLLEY, SAMUEL, Copford, Essex, Gent. Sept 29. Gray, Edgware road
RENDELL, JOHN, Homefield, Coffinswell, Devon, Auctioneer. Aug 20. Rendell, Bedford row
ROY, ORLANDO CHARLES FITZ, Hans pl, Chelsea, Esq. Aug 21. Vincent, Ryde
SILLY, LOUISA SOPHIA, Dartmouth, Devon. Aug 28. Smith, Cromwell House' Dartmouth
SLAPE, LOUISA, Finsbury park rd. Aug 6. Bedford and Monier-Williams, Bucklersbury
SMYTH, Rev. HUGH BLAGG, Houghton Regis, Clerk. Aug 21. Boyes, Barnet
STEPHENS, THOMAS, Devonport, Baker. Aug 14. Gard, Devonport
STUBBIN, JAMES, Birmingham, Solicitor. Aug 1. Wragge and Co, Birmingham
SYMONS, THOMAS, King's rd, Chelsea, Gent. Sept 29. Miller, Arthur ts, Chelsea
THOMAS, RICHARD, Kimberly Mine, Griqualand West, South Africa, Miner. Dec 24. Trythall, Penzance
TINKLER, EMMA ELIZA, Sharsted st, Kennington park. Aug 6. Hubbard and Co, Bucklersbury
VACHER, THOMAS BRITTAIN, Stanley crescent, Kensington park, Gent. Aug 31. Whitakers and Woolbert, Lincoln's inn fields.
WOODWARD, JANE, Leftwich, Chester. Aug 10. Cheshire and Son, Northwich
WRIGLEY, DAVID, Liverpool, Cotton Broker. Aug 9. Avison and Morton, Liverpool
WRIGLEY, MARY, Aigburth Hall, nr Liverpool. Aug 9. Avison and Morton, Liverpool
WRIGLEY, THOMAS, Bury, Lancaster, Esq. Aug 3. Grundy and Co, Manchester
YATES, THOMAS, Farnworth, nr Bolton, out of business. Sept 29. Almond, Manchester

[*Gazette*, July 9.]

ALLCOCK, WILLIAM, Cotton, Stafford, Yeoman. Oct 12. Redfern and Son, Leek
ASTLEY, MARGARET, Hetherington rd, Clapham. Aug 1. Astley, Hungerford
BAKER, SARAH, Lower Brook st, Ipswich. Sept 20. Jackaman and Sons, Ipswich
BARNFIELD, ALFRED, Nottingham, Outfitter. Sept 1. Wells and Hind, Nottingham
BEDLINGTON, ISAAC, West Hartlepool, Shipowner. Aug 7. Turnbull and Tilly, West Hartlepool
BOUCHERETT, JULIANA, Clarendon sq, Warwick. Aug 18. Stuart, Gray's inn sq
CALDWELL, JOHN, Starcross, Devon, Gent. Aug 19. Child, South sq, Gray's inn
CARRINGTON, JOHN NARNDALL, Wokingham, Berks, Gent. Oct 1 Cooke, Wokingham
CATCHPOLE, THOMAS, Elmswell, Suffolk, Farmer. Sept 1. Golding, Walsham-le-willows
CHRISTIE, HARRIET, Folkstone, Kent. Aug 11. Blandy and Witherington, Reading
CLUDERAY, CHARLES, Leeds, Clerk to the Holbeck Union. Sept 13. Tempest, Leeds
COLE, WILLIAM JAMES, Westbourne villas, Paddington, Surgeon. Aug 9. M'Clellan, Bedford row.
FARMER, JAMES, Nottingham, Gent. Sept 1. Wells and Hine, Nottingham
HEPBURN, THOMAS, Clapham Common, Leather Factor. Sept 29. Hepburn and Co, Bird-in-Hand ct, Cheapside
HOLDEN, MARIA, Oldbury, Worcester. Aug 28. Wright and Co, Oldbury
HULL, SAMUEL, Uxbridge, Gent. Sept 29. Woodbridge and Son, Uxbridge
HUMPHRIES, JAMES, Blakebrooke, Kidderminster, Esq. Sept 1. Talbot, Kidderminster
KEELING, Rev JAMES, Blandford sq, Clerk. Aug 15. Guillaume and Sons, Fleet street
MACKLIN, WILLIAM MACLAFLIN, Liverpool, Traveller. Aug 10. Pruddah, Glenvale st, Liverpool
MARSHALL, GEORGE, Hesleaton, York, Gent. Sept 10. Killick and Co, Bradford
MCCABE, THOMAS, Birmingham, Merchant. Aug 7. Hodgson and Haigh, Birmingham
MORLAND, LOUISA, Reading, Berks. Sept 1. Collins, Reading
SCOTTORN, SAMUEL, Nottingham, Gent. Aug 19. Burton and Co, Nottingham
STAVELEY, CHRISTOPHER, Bewholme, Nunkealing, York, Joiner. Aug 21. Eldridge and Stephenson, Hull
THOMPSON, PETER, West Derby, nr Liverpool, Esq. Nov 1. Rowe and Co, Liverpool
WOOLLISCROFT, ANN, Rossett, Denbigh. Sept 13. Tatlock, Chester

[*Gazette*, July 13.]

Legislation of the Week.

HOUSE OF LORDS.

JULY 8.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Hundred of Hoo Railway, Liverpool Corporation (Loans, &c.), Reading Gas, London Gaslight Company, Bristol Channel Pilotage (Cardiff), Pontypridd, Caerphilly, and Newport Railway, Northampton Tramways.

BILLS IN COMMITTEE.

Elementary Education, Union Assessment Committee (Single Parishes), Local Government Provisional Orders (Abergavenny, &c.), Local Government Provisional Orders (Amersham Union, &c.), County Bridges, Isle of Man (Loans) (all passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILL.—London, Brighton, and South Coast Railway.

Local Government Provisional Orders (Poor Law).

JULY 9.—ROYAL ASSENT.

Local Government Board (Gas) Provisional Order Confirmation, Local Government Board (Highways) Provisional Order Confirmation, Drainage and Improvement of Lands (Ireland), Local Government Board Provisional Orders Confirmation (Abingdon, &c.), Metropolitan Commons, Local Government Board (Ireland) Provisional Orders Confirmation (Ballinasloe, &c.), General Police and Improvement (Scotland) Act, 1862, Order Confirmation (Broughty Ferry), Local Government Board (Ireland) Provisional Orders Confirmation (Banbridge, &c.), Greencastle and Kilkeel Railway (Abandonment), Clacton-on-Sea Special Drainage District, Loose Valley Railway, Newry Port and Harbour, Milford Docks (Extension of Time), Eastbourne Gas, Didcot, Newbury, and Southampton Junction Railway, Helston Railway, Bristol Port and Channel Dock, West Wickham and Hayes Railway, Aberdare Markets and Town-hall, Shrewsbury (Kingsland) Bridge, Stapenhill Bridge, Corris Railway, Swansea Harbour (Extension of Time), Southern Railway (Central Extension Abandonment), Wakefield Corporation Waterworks, Blenheim Settled Estates, Leitrim Estates, and Lonsdale Settled Estates.

BILLS READ A SECOND TIME.

Local Government Provisional Orders (Ashford, &c.), Local Government Provisional Orders (Bethesda, &c.).

BILLS READ A THIRD TIME.

Elementary Education, Union Assessment Committee (Single Parishes), County Bridges.

JULY 12.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Devon and Cornwall Railway, Liverpool Tramways, London and North-Western Railway, Maidstone Gas, Metropolitan Railway, Midland Railway, Preston Tramways.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Exmouth and District Water, Malton Gas, Huddersfield Tramways and Improvement Bill (Amendments).

JULY 13.—BILLS READ A SECOND TIME.

Enclosure Provisional Order (Abbotside Common), Local Government Provisional Orders (Aberavon, &c.).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Manchester Carriage Company (Limited), Manchester Suburban Tramways Company, Marquis of Abergavenny's Estate.

Elementary Education Provisional Orders (Ashford, &c.), Elementary Education Provisional Orders Compensation (Cardiff, &c.).

HOUSE OF COMMONS.

JULY 8.—BILL IN COMMITTEE.

Wild Birds Protection Law Amendment.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Brentford and Isleworth Tramways, Dagenham and District Farmers' (Optional) Sewage Utilization, Hinckley Local Board Gas, Lynn and Fakenham Railway, Rickmansworth Extension Railway, Yarmouth Union Railway, Lonsdale Settled Estates.

Statutes (Definition of Time).

JULY 9.—BILL IN COMMITTEE.

South-Western (of London) District Post-Office.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Caledonian Railway, Metropolitan District Railway, Maidstone and Ashford Railway.

JULY 12.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Alford and Sutton Tramways, Hounslow and Metropolitan Railway, Ramsgate and Margate Tramways.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Scarborough and Whitby Railway, Totnes, Paignton, and Torquay Direct Railway.

JULY 14.—BILL READ A THIRD TIME.

PRIVATE BILL.—Enclosure Provisional Order (Llanfair Hills).

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	Master of the Rolls.	V.C. Malins.
Monday, July 19	Mr. Jackson	Mr. Leach	Mr. Ward
Tuesday,..... 20	Cobby	Latham	Pemberton
Wednesday.... 21	Jackson	Leach	Ward
Thursday 22	Cobby	Latham	Pemberton
Friday..... 23	Jackson	Leach	Ward
Saturday 24	Cobby	Latham	Pemberton
	V. C. Bacon.	V. C. Hall.	Mr. Justice Fry.
Monday, July 19	Mr. King	Mr. Koe	Mr. Farrer
Tuesday 20	Merivale	Clowes	Teesdale
Wednesday.... 21	King	Koe	Farrer
Thursday 22	Merivale	Clowes	Teesdale
Friday..... 23	King	Koe	Farrer
Saturday 24	Merivale	Clowes	Teesdale

SALES OF ENSUING WEEK.

July 19.—Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 1 p.m., Leasehold Properties (see advertisement, July 3, p. 4).

July 20.—Messrs. DRIVER & Co., at the Mart, at 2 p.m., Freehold Properties (see advertisements, June 12, p. 13, and July 3, p. 4).

July 21.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, July 10, p. 6).

July 21.—Messrs. SMALLPEICE & BISHOP, at the Mart, at 2 p.m., Freehold Estates (see advertisement, June 12, p. 16).

July 22.—Mr. WALTER KNIGHT, at the Mart, at 1 p.m., Freehold and Leasehold Properties (see advertisement, p. 6).

July 22.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, Freehold Properties (see advertisements, June 12, p. 7).

July 23.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Building Land (see advertisement, July 10, p. 5).

July 23.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Freehold Property (see advertisement, June 26, p. 4).

PUBLIC COMPANIES.

July 15, 1880.

GOVERNMENT FUNDS.

per Cent. Consols, 98⅛ xd	Annuities, April, '85, 9⅞
Ditto for Account, 98⅛ xd	Do. (Red Sea T.) Aug. 1908
Do. 3 per Cent. Reduced, 97½	Ex Bills, £1000, 2½ per Ct. 2 pm
New 3 per Cents., 97½	Ditto, £500, Do, 2 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 2 pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 270½
Annuities Jan. '80	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per C., July, '80, 104	Enf. Pr. 5½ per Cents., May, 81
Ditto for Account —	Ditto Debentures, 4 per Cent April, '64
Ditto 4 per Cent., Oct. '88, 103⅞	Do. Do., 5 per Cent., Aug. '73
Ditto, ditto, Certificates —	Do. Bonds, 4 per Cent. £1000
Ditto Enfaced Ppr., 4 per Cent.	Ditto, ditto, under £1000
2nd Enf. Pr., 5 per C., Jan. '72	

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Caledonian	100	111
Stock	Glasgow and South-Western	100	108
Stock	Great Eastern Ordinary Stock	100	61⅝
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	122½
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	129
Stock	Lancashire and Yorkshire	100	132½
Stock	London, Brighton, and South Coast	100	161
Stock	London, Chatham, and Dover	100	103
Stock	London and North-Western	100	158
Stock	London and South Western	100	136
Stock	Manchester, Sheffield, and Lincoln	100	94
Stock	Metropolitan	100	123
Stock	Do., District	100	83
Stock	Midland	100	137½
Stock	North British	100	78
Stock	North Eastern	100	164
Stock	North London	100	150
Stock	North Staffordshire	100	67
Stock	South Devon	100	—
Stock	South-Eastern	100	128

* A receives no dividend until 6 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ANDREWS.—July 13, at No. 9, Oakley-square, N.W., the wife of John Andrews, solicitor, of a daughter.

BEAN.—July 10, at Teddington, the wife of W. H. Rodbard Bean, solicitor, of a son.

WILLIS.—July 10, at Winster Villa, Forest-hill, the wife of Frederick Cooper Willis, barrister-at-law, of a son.

MARRIAGE.

VERSAN—WHITESIDE.—July 12, Hove, Brighton, J. R. Raoul Couturier de Versan, barrister-at-law, to Harriette Jane Whiteside, daughter of the late Rev. John William Whiteside, Vicar of Scarboro'.

LONDON GAZETTES.

Bankrupts.

FRIDAY, July 9, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Basham, George Reginald, Crown Hotel, Red Cross st, Licensed Victualler. Pet July 6. Murray. July 23 at 1

Comfort, Gilbert Humphrey, Mayall rd, Brixton, Manager of a Public Company. Pet July 6. Murray. July 23 at 12

Hardy, Ince Senhouse, Belgrave rd, Pimlico. Pet July 7. Brougham. July 20 at 11

To Surrender in the Country.

Bee, Matthew Stevenson, Gt Grimsby, Lincoln, Tailor. Pet July 2. Daubney. Gt Grimsby, July 23 at 3

Blakey, Robert, Diggle, York, Licensed Victualler. Pet July 7. Tweedale. Oldham, July 21 at 11

Geeake, John, Reading, Berks, Tea Dealer. Pet July 6. Collins. Reading, July 23 at 11.30

Rose, Richard, Ashton-in-Mackerfield, Lancaster, Innkeeper. Pet July 6. Hope. Wigan, July 27 at 11

Sidgreaves, Thomas Atkinson, Manchester, Estate Agent. Pet July 1. Lister. Manchester, July 19 at 12

TUESDAY, July 13, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bussche, E M de, East India avenue, Leadenhall st. Pet July 5. Murray. July 23 at 12.30

Lamb, George Philip, Clarendon sq, Somers Town, Dealer in Wearing Apparel. Pet July 8. Hazlitt. July 28 at 11.30

Webster, Isaac Raines, Seymour st, Euston sq, Grocer. Pet July 9. Pepys. July 30 at 12

To Surrender in the Country.

Hoyle, Richard, Sheffield, Coach Builder. Pet July 8. Wake. Sheffield, July 29 at 2

Stainsby, Thomas, Seaton Carew, nr West Hartlepool, Farmer. Pet July 8. Boulton. Sunderland, July 24 at 11

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 9, 1880.

Allison, William Cumberland, Bournemouth, Hants, Hosier, July 26 at 3 at offices of Aird, Eastcheap

Alwen, Thomas Mann, King's Lynn, Norfolk, out of business. July 22 at 11 at offices of Wilkin, Athenæum chambers, King's Lynn

Appleyard, John, Middlesborough, Ironmonger. July 19 at 2 at offices of Peacock, Zetland rd, Middlesborough

Aston, James Henry, Huddersfield, Cloth Finisher. July 22 at 3 at offices of Barker and Co, Estate buildings, Huddersfield

Austin, Henry, Cheltenham, Joiner. July 26 at 3 at offices of Stroud, Clarence parade, Cheltenham

Bentley, Edward, and Arthur Kershaw, Derby, Stonemasons. July 21 at 4 at the Bell Hotel, Sadler Gate, Hextall, Derby

Berrey, Arthur Edward, Manchester, Commission Agent. July 20 at 3 at 19, York st, Manchester. Needham and Co

Bishop, Henry Gold, Pmad st, Paddington, Printer. July 20 at 3 at the Guildhall Coffee house, Gresham st. Kirby

Blundell, James George, Mile End rd, Boot Manufacturer. July 21 at 3 at offices of Cannon, King st, Cheapside

Bolam, William George, Newcastle-upon-Tyne, Dealer in Cattle. July 26 at 3 at offices of Lax, Grainger st, West, Newcastle-upon-Tyne. Bell, South Shields

Bradley, Joseph, Halifax, York, Stonemason. July 20 at 11 at offices of Leeming, Westgate, Halifax

Branchflower, William, Wivesliscombe, Somerset, Grocer. July 21 at 11 at offices of Reed and Cook, Paul st, Taunton

Broadway, James, Upwell, Cambridge, Farmer. July 21 at 1 at offices of Wilkin, Bridge st, Wisbech

Buckland, William, Brixton rd, Builder. July 21 at 3 at offices of Moore and Son, Crosby sq, Bishopgate. Smallman

Burnet, Thomas, Newcastle-upon-Tyne, Commission Agent. July 16 at 3 at offices of Gillespie and Co, Cross House chambers, Westgate rd, Newcastle-upon-Tyne. Sewell, Newcastle-upon-Tyne

Burton, John, Westminster Bridge rd, Musical Instrument Dealer. July 30 at 4 at offices of Hanson, King st, Cheapside. Terry

Clark, Henry, Gibraltar walk, Bethnal Green rd, Slide-Box Manufacturer. July 16 at 3 at offices of Widdecombe, Metropolitan chambers, Broad st

Clews, Henry, West Bromwich, Stafford, Corn Dealer. July 21 at 11 at offices of Forrest, Church st, Oldbury

Coleman, Daniel, King Edward's rd, South Hackney, Florist. July 23 at 3 at 40, Southampton buildings, Holborn. Cooper, Chancery lane

Cox, William, Worthing, Sussex, Grocer. July 27 at 3 at offices of Nye, North st, Brighton

Crawford, Hugh Hill, Birmingham, Merchant. July 30 at 3 at offices of Rowlands and Co, Colmore row, Birmingham

Crockett, Herbert, Birmingham, Baker. July 21 at 3 at offices of Fallows, Cherry st, Birmingham

Crook, Thomas, Birmingham, Brewer. July 21 at 11 at offices of East, Temple st, Birmingham

Daniels, Samuel, Cardiff, Butcher. July 24 at 11 at offices of Stephens, Bute crescent, Bute Docks, Cardiff

Death, Thomas, 64 Ormond yd, Bloomsbury, Cab Proprietor. July 26 at 3 at offices of Wright and Lane, High Holborn

Denham, Robert Godson, Doncaster, York, Licensed Victualler. July 30 at 12 at the Angel Inn, the Square, East Retford. Bescoby, East Retford

Dunsby, Albert Augustus, Widnes, Lancaster, Grocer. July 24 at 11 at offices of Lowe, Mount pleasant, Liverpool

English, Everard, Addlethorpe, Lincoln, of no occupation. July 19 at 11 at Hildred's Hotel, Skegness. Bourne-Padley, Lincoln

Entwistle, James, Bury, Lancaster, Felt Hat Manufacturer. July 28 at 11 at offices of Dodds, Bolton st, Bury

Evans, John, Monmouth, Chemist. July 30 at 1 at the Guildhall Tavern, Gresham st. Lloyd, Newport

Evans, John David, Swansea, Grocer. July 20 at 12.30 at the Merchant's Association, Broad st, Bristol. Richards, Castle sq, Swansea

Farnsworth, Robert, Chesterfield, Derby, Licensed Victualler. July 31 at 2 at the Scarsdale Hotel, Chesterfield. Gee, Chesterfield

Fisher, William, Stockport, Chester, Beerhouse Keeper. July 28 at 3 at the Clarence Hotel, Piccadilly, Manchester. Nadin, Manchester

Frankcombe, Arthur, Mare st, Hackney, Fancy Draper. July 26 at 3 at offices of Cooper and Co, George st, Mansion house. Hollams and Co, Mincing lane

Gandy, James, Bolton, Lancaster, Paper Hangings Dealer's Manager. July 27 at 3 at offices of Lofthus and Horrocks, Acresfield, Bolton

Gaskell, Hugh, Ince-within-Mackerfield, Lancaster, Butcher. July 27 at 11 at offices of France, Churchgate, Wigan

Geen, John, Idol lane, Fruit Merchant. July 29 at 2 at the Guildhall Tavern, Gresham st. Beck, East India avenue

Gilkes, Edwin Jones, Ryde, Isle of Wight, Private Tutor. July 21 at 3 at the Crown Hotel, St Thomas' sq, Ryde. Hudson, Southsea

Gill, Walter James, Mexbrough, York, Auctioneer. July 20 at 3 at offices of Badger and Morgan, Compton chmbrs, Rotherham

Gillespie, William, Liverpool, Draper. July 23 at 2 at offices of Lowe, Mount pleasant, Liverpool

Glenton, Henry Robert, Newcastle-upon-Tyne, Wholesale Stationer. July 21 at 3 at the Law Society, Royal arcade, Newcastle-upon-Tyne. Clark, Newcastle-upon-Tyne

Gloyns, Henry Walter, Wakefield, Tailor. July 23 at 11 at offices of Lake and Lake, Southgate, Wakefield

Gooch, George Betts, Thetford, Norfolk, Boot Factor. July 23 at 11.30 at offices of Chittock and Woods, Bank st, Norwich

Hagedorn, Gustave, West Smithfield, Cattle Salesman. July 10 at 2 at the Masons' hall Tavern, Mason's avenue, Basinghall st. Basset, City rd, Islington

Halligan, Patrick, Wigan, Lancashire, Shopkeeper. July 22 at 3 at offices of Wood, King st, Wigan

Harris, Thomas, Kingston-on-Thames, Coal Merchant. July 16 at 12 at offices of Sherrard, Lincoln's-inn-fields

Hart, Lyon Abraham, St Swithin's lane, Cigar Merchant. July 24 at offices of Waddell and Co, Queen Victoria st, in lieu of the place originally named

Hawksworth, Edwin, Crewe, Chester, Coal Merchant. July 17 at 2 at offices of Warburton, Nantwich rd, Crewe

Haynes, Henry, High Wycombe, Licensed Victualler. July 21 at 2 at offices of Batting, Church sq, High Wycombe

Hebblethwaite, George Hirst, Mirfield, nr Huddersfield, Cotton Doubler. July 22 at 3 at offices of Learoyd and Co, Buxton rd, Huddersfield

Hewitson, Joseph, jun, Hope cottages, Shacklewell, Carman. July 22 at 3 at 40, Southampton buildings, Holborn. Cooper, Chancery lane

Hodson, Charles, Hanley, Stafford, Confectioner. July 17 at 11 at 33, Albion st, Hanley. Ashmall

Hugman, John Joseph, Frome, Somerset, Draper. July 26 at 1 at the Cannon st Hotel. Ames, Frome

Hutchin, Charles, Birmingham, Biscuit Manufacturer, July 20 at 3 at the Midland Hotel, New st, Birmingham. Johnson and Co, Birmingham

Ingram, Daniel, Hirwain, Aberdare, Grocer. July 20 at 12.30 at the Queen's Hotel, St Mary st, Cardiff. Linton and Kenshole, Aberdare

Ives, Samuel Benjamin, and George William Ives, Great Yarmouth, Confectioners. July 29 at 3 at offices of Holloway, Ball's Pond rd, Islington

Jacobs, Augusta, Bristol, out of business. July 19 at 3 at offices of Johnson and Co, Archhouse chambers, John st, Bristol

James, Edmund, Earls Barton, Northampton, Butcher. July 20 at 3 at offices of Gillitt, Corn Exchange, Wellingborough. Sharman and Jackson, Wellingborough

James, William, Cinderford, Gloucester, Carpenter. July 21 at 12 at offices of Parker, Newnham

Janman, Thomas, Chichester, Sussex, Solicitor. July 20 at 3.30 at the Dolphin Hotel, Chichester, Nye, Brighton

Jervis, William, Torquay, Devon, Tailor. July 22 at 1 at the Swan Hotel, Bridge st, Bristol. Huggins, Exeter

Jones, Walter Robert, Birmingham, Chemist. July 21 at 3 at offices of Wright and Marshall, New st, Birmingham

Kerby, William, jun, Ashby-de-la-Zouch, Leicester, Butcher. July 22 at 12 at offices of Fisher and Co, Ashby-de-la-Zouch

Kilby, Samuel, Deptford, Kent, Builder. July 21 at 3 at offices of Groom, New Broad st. Cattlin, Wormwood st

Lawton, Henry, Fenton, Stafford, Grocer. July 20 at 11 at offices of Adderley and Marfleet, Normacott rd, Longton

Lee, William, Whitmorereans, Wolverhampton, Baker. July 22 at 3 at offices of Dallow, Queen sq, Wolverhampton

Lindley, John, Sheffield, Licensed Victualler. July 23 at 12 at offices of Wing and Co, Change alley, Sheffield

Line, Samuel, Southampton, Boot Maker. July 23 at 3 at offices of Clifton and Carter, Broad st, Bristol. Clark, Bath

Lingard, George Rands, Hanley, Stafford, Boot Dealer. July 20 at 3 at offices of Hand and Co, Martin st, Stafford

Lloyd, Joseph, Liverpool, Wine Dealer. July 22 at 2 at offices of Dickson and Syers, Lord st, Liverpool

Lockhart, David Harrison, Bristol, Sewing Machine Agent. July 19 at 11 at offices of Downing, Wine st, Bristol

Martinavsky, Ignaltz, Monkwell st, Merchant. July 21 at 1 at offices of Cannon, King st, Cheapside

McGrane, John, Birkenhead, Chester, Baker. July 26 at 2 at offices of Hannan and Pugh, Duncan st, Birkenhead

Mellor, Moses, Staincross, York, Builder. July 21 at 4 at offices of Gray, Eastgate, Barnsley

Merrifield, Robert Henry, Plymouth, Ironfounder. July 20 at 11 at offices of Square, George st, Plymouth

Middleton, John Doaston, Great Grimsby, Lincoln, Jeweller. July 23 at 11 at offices of Grange and Wintringham, St Mary's chambers, West St Mary's gate, Great Grimsby

Miller, John, Aston, Warwick, Grocer. July 16 at 11 at offices of Rawlings, Ann st, Birmingham

Mills, Charles Farquharson, Swansea, Glamorgan, Plumber. July 22 at 12 at offices of Stevens, Castle-chambers, Wind st, Swansea. Kempthorne and Son

Mitchell, James, Newcastle-upon-Tyne, Grocer. July 29 at 11 at offices of Keenlyside and Co, Grainger st, West, Newcastle-upon-Tyne

Nield, Edwin, and Robert Winterbottom, Luxley Brook, Royton, Lancaster. July 20 at 4 at offices of Needham and Co, York st, Manchester

Nurse, William, Wolverhampton, Commission Agent. July 21 at 11 at offices of Stirk, North st, Wolverhampton

O'Brien, John, Saint Helens, Lancaster, Coach Builder. July 30 at 2 at offices of Paynter, South Castle st, Liverpool

Orchard, James, Swansea, Butcher. July 17 at 11 at offices of Evans, Wind st, Swansea

Panter, Albert George, Blenheim st, New Bond st, Tailor. July 26 at 12 at offices of Plunkett and Leader, St. Paul's Church yard

Parke, Elizabeth, Birmingham, Victualler. July 21 at 3 at offices of East, Temple st, Birmingham

Parr, Robert Dyas, Blackman st, Southwark, Ironmonger. July 19 at 3 at 1, Queen Victoria st, in lieu of the place originally named

Parsons, John, Bristol, Painter. July 22 at 1 at offices of Trigg, Broad st, Bristol. Meade-King and Bigg, Bristol

Pearce, George John, St. John's rd, Hoxton, Manager to an Oil and Colour Man. July 27 at 4 at offices of Hanson, King st, Cheapside

Perkins, Nathaniel, Buxton, Derby, Builder. July 26 at 12 at the Shakespeare Hotel, Buxton. Bennett and Co, Buxton

Pickles, George, Leeds, Drysalter. July 21 at 3 at Law Institution, Albion pl, Leeds. Jenkinson, Leeds

Pike, Samuel, Great Yarmouth, Norfolk, Sailmaker. July 26 at 12 at offices of Blake, Hall Quay chambers, Great Yarmouth. Palmer, Great Yarmouth

Powell, Edward, Locherley, Hants, Grocer. July 20 at 3 at offices of Davis, Minster st, Salisbury. Killby, Southampton

Price, David, Llwynfedw, Carmarthen, Farmer. July 23 at 12 at offices of Walters, Greengate, Lampeter

Pr ce, Richard, Melverley, Salop, Farmer. July 22 at 2 at Public Hall, Oswestry. Ellis, Oswestry

Priestley, Ellis, Idle, York, Joiner. July 22 at 4 at offices of Atkinson and Wilson, Tyrrell st, Bradford

Prior, Alfred, Bridge, near Canterbury, Grocer. July 22 at 12 at offices of Monckton and Co, King st, Maidstone

Reed, Thomas Lerwell, Britonferry, Glamorgan, Boot and Shoe Maker. July 20 at 11 at offices of Davies, Alma pl, Neath

Reid, James, Dudley, Worcester, Draper. July 22 at 12 at offices of Warmington, Castle pl, Dudley

Bevitt, Joseph, Flask walk, Hampstead, Butcher. July 19 at 3 at offices of Miles, King Edward st, Newgate st

Roberts, George Hepworth, Wakefield, Corn Factor. July 21 at 11.30 at offices of Fernandes, Cross sq, Wakefield

Roberts, James, Silsoe, Bedford, Cattle Dealer. July 21 at 11 at George Hotel, Bedford. Jessop, Bedford

Roberts, William Griffith, Llandwrog, Carnarvon, Quarryman. July 23 at 3 at offices of Jones and Roberts, Church st, Carnarvon

Robinson, William Thomas, and George Robinson, Leeds, Woollen Manufacturers. July 21 at 11 at offices of Cousins, Bank chambers, Park row, Leeds

Sanderson, Alfred, Gt Grimsby, Lincoln, Builder. July 21 at 11 at offices of Stephenson and Mountain, Bethlehem st, Gt Grimsby

Saunders, Thomas, Cheyne walk, Chelsea, Chemist. July 23 at 4 at offices of Mason, Maddox st, Regent st

Scott, Samuel, Ardwick, Lancaster, Manager. July 26 at 11 at King's Arms Hotel, Spring gardens, Manchester

Sewell, James, Broad st, Ratcliff, Oil Merchant. July 27 at 2 at offices of Hicks, London ter, Richmond rd, Hackney

Sharwood, Agnes, Lee, Kent, Proprietress of a Boarding School. July 22 at 3 at Duke's Hotel, Fleet st. Easton. Clifford's inn

Sheldon, William, Irchester, Northampton, Coal Merchant. July 22 at 11 at Hind Hotel, Wellingborough. Sharman and Jackson, Wellingborough

Shipway, George Robert, Crosby hall chambers, Tea Dealer. July 26 at 12 at offices of Philpott, Guildhall chambers. Basinghall st

Shorney, Harry Walter, Weston-super-Mare, Somerset, Builder. July 19 at 11 at offices of Bakers and Co, Weston-super-Mare

Smith, James, Leicester, Tea Merchant. July 26 at 3 at offices of Buckby, Millstone lane, Leicester

Steadman, George, Aston-juxta-Birmingham, Picture Dealer. July 21 at 11 at offices of Parr, Colmore row, Birmingham

Stordy, Robert, Formby, Lancaster, Boot Maker. July 30 at 3 at offices of Banner and Lawson, Union ct, Liverpool, Cleaver and Holden, Liverpool

Swann, Henry, Nottingham, Fruiterer. July 22 at 3 at offices of Cockayne, Fletcher gate, Nottingham

Threlfall, Samuel, Barnsley, York, Boot Maker. July 24 at 11 at offices of Dibb and Co, Regent st, Barnsley

Tocchurst, William Henry, and Walter Grainger, Brighton, Shop Fitters. July 21 at 3 at offices of Goodman, North st, Brighton

Townsend, George, Studley, Wilts, Market Gardener. July 22 at 3 at offices of Boodle, Albion buildings, New Swindon

Trauter, Thomas, jun, Derby, Smallware Dealer. July 29 at 12 at the York Hotel, Midland rd, Derby. Potter, Derby

Turner, William, Bradford, York, Draper. July 21 at 3 at offices of the Creditors' Association, Parkinson chambers, Market st, Bradford

Tyler, Ebenezer, jun, Chelmsford, Essex, Cabinet Maker. July 26 at 3 at the Auction Mart, Tokenhouse yard. Duffield and Bruty, Chelmsford

Upton, James, New Swindon, Wilts, Fishmonger. July 22 at 10 at offices of Boodle, Albion chambers, New Swindon

Wallwork, William, Walkden, Lancaster, Grocer. July 28 at 12 at offices of Bates and Jellicorse, Market st, Manchester

Ware, George, High st, Stratford, Boot Manufacturer. July 22 at 2 at offices of Harcourt, Moorgate st

West, Septimus, Irthlingborough, Northampton, Common Brewer. July 23 at 1 at the Townhall, Higham Ferrers. Simpson, Higham Ferrers

Whitsley, John, Leeds, Engine Smith. July 22 at 3 at offices of Ferns, Bank st, Leeds

Wightman, Joseph, Belford, Northumberland, Cattle Salesman. July 29 at 2 at offices of Keemlyside and Co, Grainger st West, Newcastle-upon-Tyne

Williamson, Alfred, North Shields, Draper. July 23 at 12 at offices of Whitehorn, Camden st, North Shields

Wilson, William, Dartford, Kent, Grocer. July 26 at 3 at offices of Banks, Coleman st

Wood, John, and William Percival, Ardwick, Manchester, Manufacturers. July 27 at 3 at offices of Addleshaw and Warburton, Norfolk, st Manchester

Yeo, Philip, Roath, Cardiff, Tailor. July 27 at 11.30 at offices of Morgan and Scott, High st, Cardiff

TUESDAY, July 13, 1880.

Adams, Thomas, Ocle Pritchard, Hereford, Shoe Maker. July 29 at 11 at offices of James and Bodenham, Saint Peter st, Hereford

Allen, James, High Wycombe, Buckingham, Corn Dealer. July 29 at 3 at offices of Reynolds, High st, High Wycombe

Amer, Richard Suitt, Doynton, Gloucester, out of business. July 22 at 11 at offices of Triggs, Broad st, Bristol. Meade-King and Bigg, Bristol

Annan, John, Bristol, out of business. July 26 at 12 at offices of Beck. eham, Albion chambers, Broad st, Bristol

Bailey, Sam, Leeds, Grocer. July 26 at 11 at offices of Dresser, Peases bldgs, South parade, Leeds

Baker, John Allen, Exeter, Clothier. July 26 at 10 at offices of Southcott, Post Office st, Bedford circus, Exeter

Baly, Henry, High st, Brentford, Wine and Spirit Merchant. Aug 3 at 3 at 3, Mark lane. Sorrell and Son, Gt Tower st

Blower, Richard, jun, Leftwich, Chester, Waterman. July 28 at 10.30 at the Angel Hotel, Northwich. Cooke, Winsford

Bolsover, Mark, Apperknowle, Derby, Joiner. July 31 at 3 at offices Black, Church lane, Chesterfield

Brittin, George Frederick, and Harry Edward Brittin, Wootton Bassett, Wilts, Brewers. July 27 at 12 at the Grand Hotel, Broad st, Bristol. Mullings and Co, Wootton Bassett

Brookes, Isaac, Birmingham, Plumber. July 26 at 12 at the Great Western Hotel, Monmouth st, Birmingham. Jelf, Birmingham

Burgess, Sarah, Bradford-on-Avon, Wilts, Baker. July 27 at 12 at offices of Benyan, St Margaret st, Bradford-on-Avon

Burkhart, Archibald George, Brentwood, Essex, of no occupation. July 27 at 11 at the Saracens' Head Hotel, Chelmsford. Fitch, Bedford row

Cattell, James, Eaton Socon, Bedford, Grocer. July 28 at 4 at offices of Wilkinson and Co, St Neots

Coleman, Joseph, Cassland rd, South Hackney, Florist. July 26 at 3 at 40, Southampton bldgs, Holborn. Cooper, Chancery lane

Collinge, Joseph, Newcastle-under-Lyme, Engine Tenter. July 23 at 11.30 at offices of Tennant and Co, Cheapside, Hanley

Cook, John, and William Cook, York, Builders. July 29 at 12 at offices of Wilkinson, St Helen's sq, York

Cooper, James, Ascott-under-Wychwood, Oxford, Farmer. Aug 4 at 10.15 at offices of Rawlinson, Chipping Norton

Coulbeck, Charles, Gt Grimsby, Grocer. July 26 at 11 at offices of Stephenson and Mountain, Bethlehem st, Gt Grimsby

Dalrymple, John David, Leicester, Licensed Victualler. July 26 at 3 at the George Hotel, Haymarket, Leicester. Briggs, Derby

Drake, Francis, and Francis Richard Drake, Bradmore Lodge Estate, Hammersmith, Builders. July 26 at 2 at offices of Kemp and Co, Walbrook. Brandon, Essex st, Strand

Dresser, Mary, Cernborough, Sheriff Hutton, York. July 26 at 12 at offices of Jones, Coney st, York

Durk, William, Swansea, Licensed Victualler. July 26 at 11 at offices of Morgan, Wind st, Swansea

Dyer, John, St Austell, Cornwall, Coal Merchant. July 27 at 2 at offices of Carlyon and Stephens, Cross lane, St Austell

Dyson, Morton, Huddersfield, Farm Labourer. July 31 at 2 at offices of Freeman, Market walk, Huddersfield

Edgson, George, Ivinghoe, Buckingham, Blacksmith. July 21 at 11.30 at offices of Bullock and Penny, Berkhampstead

Farrant, Edward, Oxford, Hosier. July 29 at 2 at offices of Pratt and Co, Old Jewry chambers. Sturt, Ironmonger lane

Fenn, John, Hemel Hempstead, Hertford, Corn Dealer. July 21 at 3 at Swan Hotel, Hemel Hempstead. Annesley, St Albans

Finzel, Philip, High st, Battersea, Baker. July 30 at 3 at offices of Jenkins, Tavistock st, Covent garden

Flear, Henry, Somercotes, Derby, Joiner. July 27 at 12 at Black Horse Inn, Somercotes

Ford, Isaac, Blackpool, Lancaster, Restaurant Keeper. July 27 at 3 at offices of May and Parry, Clifton chambers, Townhall st, Blackpool

Foster, John, Swinstead, Lincoln, Shoemaker. July 23 at 11 at Boat and Railway Inn, Stamford. Deacon and Wilkins, Peterborough

Fox, William, Nottingham, out of business. July 27 at 3 at offices of Belk, Middle pavement, Nottingham

Fuge, Edward, Newcastle-under-Lyme, Grocer. July 26 at 11 at offices of Leech, Ironmarket, Newcastle-under-Lyme. James, Newcastle-under-Lyme

Geves, Edwin, Sheffield, Glass Dealer. July 23 at 11 at offices of Webster and Styring, Hartshead, Sheffield

Gillespie, James, Sunderland, Durham, Draper. July 26 at 11 at offices of Lawson, Villiers st, Sunderland. Robinson, Sunderland

Gothard, Lorenzo, Chesterfield, Derby, Plumber. July 23 at 3 at Scarsdale Hotel, Chesterfield. Swaffield, Chesterfield

Grant, Eugene, Tunstall, Stafford, Tailor. July 28 at 2.30 at offices of Sword, Cheapside, Hanley

Green, John, Uckfield, Sussex, Auctioneer. July 20 at 12 at Bear Hotel, Cliffe, Lewis. Hillman, Lewes

Grobecker, Henry William Oscar, Wallbrook, Morrgate Broker. July 27 at 2 at offices of Harvey, Basinghall st. Grain and Nazer, Castle st, Holborn

Gruben, Ernest Carl von, and Thomas Litton Johnson, Liverpool, Wine and Spirit Merchants. July 29 at 11 at offices of Snowball and Co, Dale st, Liverpool

Hands, William, Cheltenham, Chemist. July 29 at 10 at offices of Smith, Regent st, Cheltenham

Hargan, David Amner, Greenwich, Kent, Watch Maker. July 30 at 12 at offices of Davis, Moorgate st

Harrison, Luke Siddon, Hulme, Manchester, Plumber. Aug 5 at 3 at offices of Eltoft, King st, Manchester

Hayes, Thomas, Bury, Lancaster, Fish Dealer. July 26 at 3 at offices of Williams, Barton Arcade, Manchester. Grundy and Co, Bury

Hellier, John, Sparkbrook, nr Birmingham, Baker. July 22 at 3 at offices of Fallows, Cherry st, Birmingham

Hepworth, Henry, Hunslet, Leeds, Grocer. July 29 at 3 at offices of Brooke, Bond st, Leeds

Hinton, Henry, Monkton Combe, Somerset, Carpenter. July 23 at 11 at offices of Bartrum and Bartlett, Northumberland buildings, Bath.

Howard, Robert, Rochdale, Lancashire, Licensed Victualler. July 30 at 3 at offices of Cockcroft, Wellington chambers, Drake st, Rochdale

Hughes, David, Aberdare, Glamorgan, Provision Merchant. July 28 at 12 at offices of Phillips, Canon st, Aberdare

Ingle, John, Chesterfield, Derby, Grocer. July 23 at 10.30 at offices of Jones and Middleton, Glumman gate, Chesterfield

Kynaston, Samuel, Birmingham, Tailor. July 23 at 12 at offices of Hodgson and Haigh, Waterloo st, Birmingham

Lacroix, Edward, Brighton, Sussex, Fruiterer. July 28 at 12 at the Guildhall Tavern, Gresham st. Lamb and Evett, Brighton

Large, Francis Thomas, Queen Victoria st, Accountant. July 22 at 11 at offices of Mackreth, Dashwood House, New Broad st

Laycock, Joseph, and James Edward Laycock, Manchester, Tea Merchants. July 29 at 11 at offices of Prichard and Co, Painters' Hall, Little Trinity lane. Mann, Manchester

Leece, Alfred Hall, Huddersfield, Mungo Dealer. July 30 at 3 at offices of Ainley and Hall, New st, Huddersfield

Lefevre, John Herbert, Southampton, Hotel Keeper. July 26 at 12 at the Guildhall Tavern, Gresham st. Watts, Southampton

Marks, William, and Frederick Turner, Cheltenham, Builders. July 28 at 3 at offices of Stroud, Clarence parade, Cheltenham

Martin, William, Birkenhead, Greengrocer. July 27 at at 3 offices of Mawson, Hamilton square, Birkenhead. Thompson, Birkenhead

Mastngale, George William, Nottingham, Baker. August 3 at 12 at Broughton chambers, Wheeler gate, Nottingham. Fraser, Nottingham

Mawson George, and Thomas Mawson, jun., Lancaster, Masons. July 29 at 11 at offices of Holden and Whelen, Church st, Lancaster

Mawson, John, Bradford, York, Manufacturing Confectioner. July 24 at 11 at offices of Last and Betts, Bond st, Bradford

Milnes, Ben, Honley, near Huddersfield, Book-keeper. July 27 at 3 at offices of Berry, Market place, Huddersfield

Morgans, Thomas, Pentwyn, Radnor, Farmer. August 2 at 10.30 at the Walsh Arms Inn, Llandewy Ystradenny. Stephens, Presteign

Mullen, Thomas, Hanley, Staffd, Plumber. July 30 at 3 at the Bank chambers, Hanley. Bishop and Topham

Murdoch, Walter Stewart, and James Arthur Allison, Great Marlborough st, Pianoforte Manufacturers. August 4 at 3 at offices of Andrews and Mason, Ironmonger lane, Chorley and Co, Moorgate st, City

Mussared, James, Vauxhall Bridge rd, Baker. July 23 at 3 at offices of Rae, Mincing lane

Newsome, James Johnson, Westbromwich, Stafford, Draper. July 26 at 11 at offices of Spencer, Bennett's hill, Birmingham

Orger, Henry, Regent st, Hosier. July 22 at 2 at Inns of Court Hotel, High Holborn. Leslie, Conduit st

Ormerod, John, Oldham, Lancaster, Painter. July 26 at 3 at offices of Ascroft and Sons, Clegg st, Oldham

Parker, Arthus, Nottingham, Fruiterer. July 27 at 12 at offices of Lees, Middle pavement, Nottingham

Penfold, William, Marden, Kent, Bricklayer. July 27 at 10 at offices of Stephenson, Dover pl, Church st, Maidstone

Pennycad, John William, Mile End rd, Lamp Manufacturer. July 22 at 2 at offices of Cheatle and Bower, Featherstone buildings, Holborn

Phillips, Francis, Cwmbach, Aberdare, Colliery Proprietor. July 23 at 12 at offices of Linton and Kenshole, Canon st, Aberdare

Pratt, William, Buxton rd, Poulterer. July 24 at 2 at offices of Armstrong, Chancery lane

Pugh, Elizer, Liverpool, Cotton Broker. July 27 at 3 at offices of Harmood and Co, North John st, Liverpool

Read, Mary, John st, Edgware rd, Grocer. Aug 4 at 2 at offices of Foster, Brunswick st, Bloomsbury

Reader, George, White Lion st, Spitalfields, Potato Salesman. July 27 at 3 at offices of Pearce and Sons, Giltspur st

Reed, William, Britonferry, Glamorgan, Bootmaker. July 23 at 11 offices of Davies, Alma pl, Neath

Richards, John William, Ferndale, Glamorgan, Grocer. July 29 at 12 at offices of Tribe and Co, Crockherbtown, Cardiff. Morgan, Pontypridd

Richardson, Mary, Chorlton-upon-Medlock, Manchester, Lodging house Keeper. July 26 at 3 at offices of Jones, Kennedy st, Manchester

Robins, John Rawle, Shrewsbury, Builder. July 24 at 3 at offices of Palin and Co, Dogpole, Shrewsbury

Rothery, Crispin, Dewsbury, York, Boot and Shoe Maker. July 28 at 3 at offices of Shaw, Bond st, Dewsbury

Schmitt, William, Upper Marsh, Lambeth, Baker. Aug 3 at 2 at offices of Makinson and Carpenter, Devereux buildings, Temple

Seymour, William Henry, Wandsworth-road, Tailor. July 29 at 11 at 1, Mitre court, Temple. Morris

Shepherd, Thomas, Facet, near Rochdale, Greengrocer. July 26 at 3.30 at offices of Wiles, Acker st chambers, Acker st, Rochdale

Sherwood, Thomas, Sunderland, Durham, Glass Manufacturer. July 20 at 12 at offices of Wright, John st, Sunderland

Simon, Richard, Charles Grantley Beechey, and Thomas Parr Severn, Nottingham, Engineers. July 27 at 2.15 at Assembly Rooms, Low pavement, Nottingham. Dowson and Wright, Nottingham

Slater, Walter, St James' rd, Holloway, Watchmaker. July 30 at 3 at offices of Wolferstan and Co, Ironmonger lane

Smart, Charles, Newport, Salop, Grocer. July 24 at 4 at Crow Inn, Newport. Pearson, Market Drayton

Smith, Joseph, North Keyme, Lincoln, Farmer. July 27 at 11 at offices of Steel and Jessop, Sleaford

Smith, William, Birmingham, Coach Painter. July 26 at 3 at offices of Buller and Bickley, Bennet's hill, Birmingham

Stevens, Frederick Hobson, The Pavement, Clapham Common, Provision Merchant. July 29 at 3 at offices of Armstrong and Lamb, Old Jewry

Summers, William Henry, Duke st, Little Britain, Gold Beater. July 28 at 3 at offices of Hayward, King st, Guildhall

Taylor, James, jun, Old lane, Bloxwich. July 31 at 12 at officer of Baker, Bridge st, Walsall

Thickbroom, Joseph, Watford, Hertford, Printer. July 28 at 12 at offices of Wright, Walbrook

Thompson, John, Clayton-le-Dale, Lancaster, Farmer. July 26 at 2 at offices of Ainsworth and Co, Exchange st, Blackburn

Tickell, John Antony, Stockton-on-Tees, Licensed Victualler. July 26 at 11 at offices of Dodds and Co, Finkle st, Stockton-on-Tees

Todd, William, West Hartlepool, Cattle Salesman. July 21 at 3 at offices of Wilson, Church st, West Hartlepool

Turner, Eugene, Stone, Stafford, Grocer. July 27 at 2 at offices of Holtham, Bank passage, Stafford

Ubsdell, George, Wyboston, Bedford, Farmer. July 29 at 4 at offices of Wilkinson and Co, St Neots

Vacher, Maria, Harriett Vacher, Jane Vacher, and Emily Vacher, Exeter, Milliners. July 24 at 12 at the Corn Exchange Hotel, Market st, Exeter

Wallis, Matthew Henry, Corston, Malmesbury, Wilts, Innkeeper. July 23 at 1 at the King's Arms Hotel, Malmesbury. Mullings and Co, Wootton Bassett

Watson, James Walter Raleigh, Colestown st, Battersea park, Commercial Clerk. July 26 at 12 at offices of Andrew, Clement lane, Lombard st

Webb, Jane Sarah, The Park, Highgate, Schoolmistress. July 21 at 2 at offices of Miller and Miller, Sherborne lane

White, George, Downs Park rd, West Hackney, Surgeon. July 26 at 3 at offices of Foster, Gracechurch st

White, Thomas Retton, Upper Park st, Barnsbury, Journalist. July 24 at 11 at the Inns of Court Hotel, High Holborn

Wilkes, Henry, Bermondsey New rd, Grocer. July 21 at 2 at offices of Tinkler, Gresham st

Williams, Alfred Thomas, and Emanuel Wheatley, Liverpool, Tailors. July 30 at 12 at offices of Paynter, South Castle st, Liverpool

Wood, John, and William Percival, Ardwick, Manchester, Manufacturers. July 27 at 4 at offices of Addleshaw and Warburton, Norfolk st, Manchester

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